

Exhibit N

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26 UNITED STATES DISTRICT COURT
27 CENTRAL DISTRICT OF CALIFORNIA

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GORDON, KEISHA HUNTER and LES
ROUSE, individually and on behalf of all
others similarly situated,

Case No.: 2:14-cv-02424

CLASS ACTION

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

29 Plaintiffs,

30 v.

31 GENERAL MOTORS LLC,

32 Defendant.

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1 Plaintiffs Deanna Dinco, David Butler, Curtis Blinsmon, Aaron Henderson,
2 Grace Belford, Nathan Terry, Michael Pesce, Rhonda Haskins, Jennifer Gearin,
3 Arlene Revak, George Mathis, Mary Dias, Sheree Anderson, Michael Amezquita,
4 Lorraine De Vargas, Dawn Tefft, Bonnie Taylor, Jerrile Gordon, Keisha Hunter and
5 Les Rouse, individually and as class representatives on behalf of all similarly situated
6 persons and the general public, bring this action against Defendant General Motors
7 LLC (“Defendant” or “GM”) and allege as follows:

8 **I. INTRODUCTION**

9 1. This case involves an egregious failure to disclose, and the affirmative
10 concealment of, a known safety defect in vehicles sold by GM, and by its
11 predecessor, “Old GM.”

12 2. This action seeks to hold GM liable only for its ***own*** acts and omissions
13 *after* the July 5, 2009 Sale Order and Purchase Agreement through which GM
14 acquired virtually all of the assets and certain liabilities of Old GM, and for the
15 “lemon law” liability GM expressly assumed under the Sale Order and Purchase
16 Agreement, and ***not otherwise*** for the conduct of Old GM.¹

17 3. An auto manufacturer should never make profits more important than
18 safety and should never conceal defects that exist in its vehicles from the vehicles’
19 drivers or the public. GM Vehicle Safety Chief Jeff Boyer has stated that: “Nothing
20 is more important than the safety of our customers in the vehicles they drive.” Yet
21 GM failed to live up to this commitment.

22 4. The first priority of a car manufacturer should be to ensure that its
23 vehicles are safe, and particularly that its vehicles have operable ignition systems,
24 airbags, power-steering, power brakes, seatbelt pretensioners and other safety features

25 _____
26 ¹ The applicability of the bar on successor liability claims against GM for the acts
27 and omissions of Old GM *prior to* the Sale Order is an issue that is currently pending
28 in Bankruptcy Court in the Southern District of New York. To the extent permitted
by the Bankruptcy Court, Plaintiffs herein will seek leave of this Court to amend their
Complaint to add successor liability claims against GM for the acts and omissions of
Old GM.

1 that can prevent or minimize the threat of death or serious bodily harm to the
2 vehicle's occupants. Moreover, a manufacturer that is aware of dangerous design
3 defects that cause its vehicles to shut down during operation, or render the vehicles'
4 airbags and other safety systems inoperable, must promptly disclose and remedy such
5 defects.

6 5. Under the Transportation Recall Enhancement, Accountability and
7 Documentation Act ("TREAD Act")² and its accompanying regulations, when a
8 manufacturer learns that a vehicle contains a safety defect, the manufacturer must
9 promptly disclose the defect.³ If it is determined that the vehicle is defective, the
10 manufacturer may be required to notify vehicle owners, purchasers, and dealers of the
11 defect, and may be required to remedy the defect.⁴

12 6. Hundreds of thousands of vehicles sold by GM from the date of its
13 inception in 2009 until at least 2011 are prone to a safety defect such that the
14 vehicle's ignition switch can inadvertently move from the "run" position to the
15 "accessory" or "off" position during ordinary driving conditions, resulting in a loss of
16 power, vehicle speed control, and braking, as well as a failure of the vehicle's airbags
17 to deploy. Hereinafter, these vehicles are sometimes referred to as "Defective
18 Vehicles."

19 7. GM's predecessor, Old GM, sold more than 1.5 million Defective
20 Vehicles throughout the United States – and in the asset purchase agreement through
21 which it acquired Old GM's assets ("Purchase Agreement"), GM *explicitly assumed*
22 both the responsibilities to report safety defects with respect to the vehicles sold by Old
23 GM as required by the TREAD ACT and the "lemon law" obligations of Old GM. In
24 addition, throughout its existence, GM has profited from servicing and selling parts for

26 2 49 U.S.C. §§ 30101-30170.
27 3 49 U.S.C. § 30118(c)(1) & (2).
28 4 49 U.S.C. § 30118(b)(2)(A) & (B).

1 Defective Vehicles sold by GM. GM thereby had a duty to disclose its knowledge of
2 the ignition switch defects, and not to conceal the defects.

3 8. The ignition switch systems at issue are defective for several reasons.
4 The first is that the ignition switch is too weak and therefore does not hold the key in
5 place in the “run” position. According to documents recently released by GM, the
6 ignition switch weakness is due to a defective “detent plunger” that does not provide
7 sufficient “torque” to hold the key in place during ordinary driving conditions.

8 9. The second reason that the ignition switch systems are defective is due to
9 the low position of the switches in the Defective Vehicles. That causes the keys, and
10 the fobs that hang off the keys, to hang so low in the Defective Vehicles that the
11 drivers’ knees can easily bump them and inadvertently shut down the vehicle. The
12 problem is exacerbated by the use of a “slotted” key – which allows the key ring and
13 the fob to hang lower than would a key with a hole instead of a slot.

14 10. The third reason the ignition switch systems are defective is that they
15 immediately cause the airbags to become inoperable when the ignition switch is in the
16 “accessory” or “off” position. As NHTSA’s Acting Administrator testified in recent
17 Congressional hearings, he believes the airbags should deploy whenever the car is
18 moving – even if the ignition switch moves out of the “run” position.

19 11. From its inception in 2009 until February of 2014, GM concealed and
20 did not fix the serious quality and safety problem plaguing the Defective Vehicles.

21 12. Worse yet, the ignition switch defects could and should have been
22 remedied *years ago*.

23 13. From at least 2005 to the present, both Old GM and GM received reports
24 of crashes and injuries that put GM on notice of the serious safety issues presented by
25 its ignition switch system. Given the continuity of engineers, general counsel, and
26 other key personnel from Old GM to GM, GM was aware of the ignition switch
27 defects ***from the very date of its inception pursuant to the July 5, 2009 Sale Order.***

1 14. Yet, despite the dangerous nature of the ignition switch defects and the
2 effects on critical safety systems, GM concealed the existence of the defects and
3 failed to remedy the problem.

4 15. GM's CEO, Mary Barra, has admitted in a video message that:
5 "Something went wrong with our process in this instance, and terrible things
6 happened." But that admission, and GM's attempt to foist the blame on its parts
7 supplier and two engineers who it has now suspended, are cold comfort for Plaintiffs
8 and the Class.

9 16. This case arises from GM's breach of its obligations and duties,
10 including (i) its concealment of, and failure to disclose that, as a result of defective
11 ignition switches, at least 2.19 million Defective Vehicles have the propensity to shut
12 down during normal driving conditions and create an extreme and unreasonable risk
13 of accident, serious bodily harm, and death; (ii) its failure to disclose the defects
14 despite the TREAD Act obligations it assumed under the Purchase Agreement and
15 (iii) its continued sales of Defective Vehicles after the date of the 2009 Sale Order.

16 17. Plaintiffs bring this action for a Class of all persons in the United States
17 who either (i) own or lease one or more of the following GM vehicles: 2003-2010
18 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010 Pontiac G5; 2006-2011
19 Chevrolet HHR; 2006-2010 Pontiac Solstice; and 2007-2010 Saturn Sky (hereinafter
20 "Defective Vehicles"), or (ii) sold a Defective Vehicle at a diminished price on or
21 after March 1, 2014.

22 18. To the extent warranted by the developing facts, Plaintiffs will further
23 supplement the list of Defective Vehicles to include additional GM vehicles that have
24 defective ignition switch systems which can cause a loss of vehicle speed control, loss
25 of braking control, airbag non-deployment, and the failure of seatbelt pretensioners.

26 19. In addition to their nationwide class claims against GM for
27 fraudulent concealment and tortious interference with GM dealerships' service and
28 repair contracts with Defective Vehicle owners, Plaintiffs also bring claims against

1 GM under the laws of the States of California, Alabama, Arizona, Colorado,
2 Connecticut, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, New
3 Jersey, New Mexico, New York, Ohio, Oklahoma, Texas, and Wisconsin, on behalf
4 of the respective residents of each of those States who either (i) own or lease one or
5 more of the Defective Vehicles, or (ii) sold a Defective Vehicle on or after March 1,
6 2014.

7 20. The Defective Vehicles are defective and dangerous for multiple reasons,
8 including the following (collectively, the “ignition switch defects”):

9 a. Due to their weaknesses and their low placement, the ignition
10 switches can inadvertently shut off the engine and vehicle electrical system during
11 normal driving conditions;

12 b. When the engine and the electrical system shut down, the power
13 steering and power brakes also shut down, creating a serious risk of accident; and

14 c. When the electrical system shuts down, the vehicle’s airbags and
15 seatbelt pretensioners are disabled, creating a serious risk of serious bodily harm or
16 death if an accident occurs.

17 21. The ignition switch defects make the Defective Vehicles unreasonably
18 dangerous. Because of the defects, the Defective Vehicles are likely to be involved in
19 accidents and, if accidents occur, there is an unreasonable and extreme risk of serious
20 bodily harm or death.

21 22. GM admits to at least 13 deaths as a result of the ignition switch defects,
but Plaintiffs believe the actual number to be much higher.

22 23. The ignition switch defects present a significant and unreasonable safety
risk exposing Defective Vehicle owners, their passengers and others in the vicinity to
a risk of serious injury or death.

23 24. From its inception in 2009, GM has known of the ignition switch defects
that exist in millions of Defective Vehicles sold in the United States. But, to protect
its profits and to avoid remediation costs and a public relations nightmare, GM

1 concealed the defects and their tragic consequences and allowed unsuspecting new
2 and used car purchasers to continue to buy the Defective Vehicles and allowed all
3 Defective Vehicle owners to continue driving highly dangerous vehicles.

4 25. GM violated the TREAD Act by failing to timely inform NHTSA of the
5 ignition switch defects and allowed the Defective Vehicles to remain on the road, and
6 to continue to be sold. In addition to violating the TREAD Act, GM fraudulently
7 concealed the deadly ignition switch defects from owners, and from post-July 5, 2009,
8 new and used vehicle purchasers and lessees of the Defective Vehicles. These same
9 acts and omissions also violated various State laws as detailed below.

10 26. From the date of its inception on July 5, 2009, GM has profited from the
11 service and repair of Defective Vehicles. Though GM knew that that the service and
12 repair departments at GM dealerships had contractual obligations to Defective Vehicle
13 owners to repair their vehicles and ensure they were free of safety defects, GM
14 intentionally concealed its knowledge of the ignition switch defects from its
15 dealerships in order to avoid the expense and negative publicity of a recall. In so
16 doing, GM caused its dealerships to breach their contracts with Defective Vehicles,
17 and caused harm to Defective Vehicle owners.

18 27. Plaintiffs and the Class have been damaged by GM's misrepresentations,
19 concealment, and non-disclosure of the ignition switch defects in the Defective
20 Vehicles, as they are now holding highly dangerous vehicles whose value has greatly
21 diminished because of GM's failure to timely disclose and remedy the serious defects.
22 GM's egregious and widely-publicized conduct and the never-ending and piecemeal
23 nature of GM's recalls has so tarnished the Defective Vehicles that no reasonable
24 consumer would purchase them – let alone pay what would otherwise be fair market
25 value for the vehicles.

26 28. In addition, Plaintiffs and Class members who purchased new or used
27 Defective Vehicles after GM's inception on July 5, 2009, would either not have
28

1 purchased their Defective Vehicles if they had known of the ignition switch defects,
2 or they would have paid substantially less for those vehicles.

3 **II. JURISDICTION AND VENUE**

4 29. This Court has diversity jurisdiction over this action under 28 U.S.C.
5 §§ 1332(a) and (d) because the amount in controversy for the Class exceeds
6 \$5,000,000, and Plaintiffs and other Class members are citizens of a different state
7 than Defendant.

8 30. This Court has personal jurisdiction over Plaintiffs because Plaintiffs
9 submit to the Court's jurisdiction. This Court has personal jurisdiction over GM
10 because GM conducts substantial business in this District, and some of the actions
11 giving rise to the complaint took place in this District.

12 31. Venue is proper in this District under 28 U.S.C. § 1391 because GM, as
13 a corporation, is deemed to reside in any judicial district in which it is subject to
14 personal jurisdiction. Additionally, GM transacts business within the District, and
15 some of the events establishing the claims arose in this District.

16 **III. PARTIES**

17 32. Plaintiff and proposed Nationwide and California State Class
18 Representative Deanna Dinco is a resident and citizen of Arroyo Grande, California.
19 Ms. Dinco purchased a used 2006 Saturn Ion on July 3, 2006, in Santa Maria,
20 California. On multiple occasions, her Ion has started and then shut down
21 immediately, sometimes several times in a row. She has taken her vehicle to multiple
22 mechanics, but none could successfully repair her vehicle. Because of the issues with
23 her vehicle, she has been late to work multiple times and threatened with termination,
24 which caused extreme anxiety, depression, and panic attacks. She fears driving her
25 vehicle due to the ignition switch recall and the risk the ignition switch defects pose.
26 She also believes the value of her vehicle has been diminished as a result of the
27 defects. Ms. Dinco did not learn of the ignition switch defects until March 2014.
28

1 33. Plaintiff and proposed Nationwide and California State Class
2 Representative David Butler is a resident and citizen of Poway, California. Mr. Butler
3 purchased a new 2006 Chevy Cobalt on April 18, 2006, in Poway, California.
4 Mr. Butler's Cobalt has not yet shut down while Mr. Butler is driving it. Nonetheless,
5 he continues to frequently drive the vehicle and is concerned about the safety issues
6 posed by the ignition switch defects. Mr. Butler believes his vehicle's value is
7 diminished as a result of the defects. Mr. Butler did not learn of the ignition switch
8 defects until March 2014.

9 34. Plaintiff and proposed Nationwide and California State Class
10 Representative Curtis Blinsmon is a resident and citizen of Fresno, California.
11 Mr. Blinsmon purchased a new 2007 Saturn Sky in May, 2007, in Fresno, California.
12 Although Mr. Blinsmon has not experienced the ignition shut down while driving, he is
13 concerned about the safety issues posed by driving the vehicle as a result of the
14 ignition switch defects. He believes his vehicle's value is diminished as a result of the
15 defects. Mr. Blinsmon did not learn of the ignition switch defects until March 2014.

16 35. Plaintiff and proposed Nationwide and Alabama State Class
17 Representative Aaron Henderson is a resident and citizen of Tuscaloosa, Alabama.
18 Mr. Henderson purchased a new 2007 Saturn Ion 3 in September, 2006, in Madison,
19 Wisconsin. Mr. Henderson's vehicle has been in two accidents since December, 2012
20 and the airbags failed to deploy in both instances. Mr. Henderson believes the
21 ignition switch failure may have been the cause of these accidents and airbag failure.
22 On December 7, 2012, he was involved in the first accident and suffered minor
23 injuries. On February 23, 2014, he was involved in the second accident and suffered
24 minor injuries again. Mr. Henderson did not learn of the ignition switch defects until
25 March 2014.

26 36. Plaintiff and proposed Nationwide and Arizona State Class
27 Representative Grace Belford is a resident and citizen of Phoenix, Arizona.
28 Ms. Belford purchased a new 2005 Chevy Cobalt in October, 2005, in Phoenix,

1 Arizona. On two separate occasions, Ms. Belford's ignition has unexpectedly shut off
2 as the result of driving over a bump in the road. Despite her concerns and fears about
3 driving the vehicle, it is her only form of transportation and she continued to drive it
4 to work every day until she was able to secure a loaner vehicle. Ms. Belford was
5 planning on using her vehicle as a down payment on a new vehicle, but the resale
6 value of her Cobalt has been diminished because of the ignition switch defect.
7 Ms. Belford did not learn of the ignition switch defects until March 2014.

8 37. Plaintiff and proposed Nationwide and Colorado State Class
9 Representative Nathan Terry is a resident and citizen of Loveland, Colorado.
10 Mr. Terry purchased a used 2007 Pontiac G5 GT in January, 2011, in Westminster,
11 Colorado. Mr. Terry owns a 2007 Pontiac G5 that is being recalled by GM.
12 Although Mr. Terry has not experienced his vehicle's ignition shutting off while
13 driving, he is concerned about his safety and believes the value of his vehicle is now
14 greatly diminished as a result of the ignition switch defects. Mr. Terry did not learn
15 of the ignition switch defects until March 2014.

16 38. Plaintiff and proposed Nationwide and Connecticut State Class
17 Representative Michael Pesce is a resident and citizen of Waterbury, Connecticut.
18 Mr. Pesce purchased a used 2006 Chevy Cobalt on May 29, 2008, in Waterbury,
19 Connecticut. In August, 2011, Mr. Pesce's 18 year-old son was driving the vehicle
20 on a major highway in Connecticut when the vehicle lost all power. His son was able
21 to pull over and restart the car, but after another few minutes it died again. Mr. Pesce
22 paid to have the vehicle looked over and repaired, but he now believes the problem
23 was related to the ignition switch defects. He is concerned about the ongoing safety
24 of the vehicle and believes its value has greatly diminished. Mr. Pesce did not learn
25 about the ignition switch defects until March 2014.

26 39. Plaintiff and proposed Nationwide and Florida State Class Representative
27 Rhonda Haskins is a resident and citizen of Ocala, Florida. Ms. Haskins purchased a
28 used 2007 Chevy Cobalt on November 15, 2013, in Ocala, Florida. Ms. Haskins is

1 concerned about her ongoing safety in driving the vehicle and believes its value is now
2 greatly diminished as a result of the ignition switch defects. Ms. Haskins did not learn
3 about the ignition switch defects until March 2014.

4 40. Plaintiff and proposed Nationwide and Georgia State Class
5 Representative Jennifer Gearin is a resident and citizen of Clermont, Georgia.
6 Ms. Gearin purchased a new 2006 Chevy Cobalt in 2006 in Gainesville, Georgia.
7 Although Ms. Gearin has not experienced her vehicle shutting down while driving,
8 she is very afraid for her safety as a result of the ignition switch defects and she must
9 drive a very long distance to work on a daily basis. Ms. Gearin did not learn about
10 the ignition switch defects until March 2014.

11 41. Plaintiff and proposed Nationwide and Illinois State Class
12 Representative Arlene Revak is a resident and citizen of Joliet, Illinois. Ms. Revak
13 purchased a used 2008 Chevy HHR in September, 2013, in Cresthill, Illinois.
14 Ms. Revak purchased the HHR in part because of her desire for a safe vehicle.
15 Ms. Revak is now concerned both for her safety while driving the vehicle and that the
16 vehicle's value has diminished as a result of the ignition switch defect. Ms. Revak
17 did not learn about the ignition switch defects until March 2014. Had she been aware
18 of the ignition switch defects, Ms. Revak would either have paid less for the vehicle
19 or not purchased it at all.

20 42. Plaintiff and proposed Nationwide and Maryland State Class
21 Representative George Mathis is a resident and citizen of Parkville, Maryland.
22 Mr. Mathis purchased a new 2007 Chevy Cobalt in May, 2007, in York,
23 Pennsylvania. Mr. Mathis has experienced his ignition shutting down on him while
24 driving on three separate occasions, with one instance resulting in a minor accident
25 and the other two nearly resulting in an accident. Mr. Mathis did not learn about the
26 ignition switch defects until March 2014.

27 43. Plaintiff and proposed Nationwide and Massachusetts State Class
28 Representative Mary Dias is a resident and citizen of Taunton, Massachusetts.

1 Ms. Dias purchased a used 2007 Chevy HHR on February 28, 2008, in Woonsocket,
2 Rhode Island. Because of the ignition switch defects, Ms. Dias is very concerned for
3 her safety every time she drives her vehicle. She also believes the value of her
4 vehicle is now diminished as a result of the ignition switch defects. Ms. Dias did not
5 learn of the ignition switch defects until March 2014.

6 44. Plaintiff and proposed Nationwide and Michigan State Class
7 Representative Sheree Anderson is a resident and citizen of Detroit,
8 Michigan. Ms. Anderson purchased a used 2008 Chevy HHR on November 15,
9 2011, in Michigan. Ms. Anderson chose the HHR in part because she desired a safe
10 vehicle. Although Ms. Anderson has not experienced her vehicle shutting down
11 while driving, she is concerned for her safety as a result of the ignition switch defects.
12 She must continue to drive her vehicle, however, because it is her main form of
13 transportation and she must drive it to work every day. She also believes the value of
14 her vehicle is now greatly diminished as a result of the ignition switch defects. She
15 would not have purchased the vehicle had she known it would present such a myriad
16 of problems and defects. Ms. Anderson did not learn about the ignition switch
17 defects until March 2014. Had she known about the ignition switch defects, she
18 would either not have purchased the HHR or would have paid less for it.

19 45. Plaintiff and proposed Nationwide and New Jersey State Class
20 Representative Michael Amezquita is a resident and citizen of Hamilton, New Jersey.
21 Mr. Amezquita purchased a new 2006 Chevy Cobalt on June 30, 2006, in East
22 Windsor, New Jersey. Mr. Amezquita is concerned about the safety risks driving his
23 vehicle poses and also believes the value of his vehicle is diminished as a result of the
24 ignition switch defects. Mr. Amezquita did not learn of the ignition switch defects
25 until March 2014.

26 46. Plaintiff and proposed Nationwide and New Mexico State Class
27 Representative Lorraine De Vargas is a resident and citizen of Santa Fe, New Mexico.
28 Ms. De Vargas purchased a used 2005 Saturn Ion in 2008, in Santa Fe, New Mexico.

1 Ms. De Vargas experienced her ignition shutting off while driving in December 2012,
2 resulting in an accident. She slid into a fence and her airbags failed to deploy. The
3 vehicle damage has been repaired, and Ms. De Vargas continues to drive her Ion to
4 work every day. She is concerned about the safety of her vehicle, the impact the
5 defects have had on the value of her vehicle, and the costs she has incurred in fixing
6 the vehicle previously. Ms. De Vargas did not learn of the ignition switch defects
7 until March 2014.

8 47. Plaintiff and proposed Nationwide and New York State Class
9 Representative Dawn Tefft is a resident and citizen of Mt. Upton, New York.
10 Ms. Tefft purchased a used 2010 Chevy Cobalt on June 21, 2011, in Sidney, New
11 York. Ms. Tefft bought her Cobalt in part because of her desire for a safe vehicle.
12 Ms. Tefft was involved in a serious accident on October 24, 2013, while driving to
13 work. While Ms. Tefft was driving her Cobalt, the vehicle shut down unexpectedly
14 and caused her to collide head-on with a bridge at forty to forty-five miles per hour.
15 The airbags failed to deploy, and the vehicle was totaled as a result of the accident.
16 While thankful to have survived the accident, she still suffers from reoccurring neck
17 and back pains, and severe headaches. Ms. Tefft did not learn about the ignition
18 switch defects until March, 2014. Had she been aware of the ignition switch defects,
19 Ms. Tefft would either not have purchased her Cobalt or would have paid less for it.

20 48. Plaintiff and proposed Nationwide and Ohio State Class Representative
21 Bonnie Taylor is a resident and citizen of Laura, Ohio. Ms. Taylor purchased a new
22 2007 Chevy Cobalt on December 23, 2006, in Troy, Ohio. Although Ms. Taylor has
23 not experienced the ignition shut down while driving her Cobalt, she believes the
24 Cobalt has too many serious safety defects for her to ever feel safe driving it again.
25 She also feels that the value of her vehicle is severely diminished as a result of the
26 recall. Ms. Taylor did not learn of the ignition switch defects until March 2014.

27 49. Plaintiff and proposed Nationwide and Oklahoma State Class
28 Representative Jerrile Gordon is a resident and citizen of Del City, Oklahoma.

1 Ms. Gordon purchased a used 2006 Chevy Cobalt in 2011, in Oklahoma City,
2 Oklahoma. Ms. Gordon chose the Cobalt in part because she wanted a safely
3 designed and manufactured car. Ms. Gordon's vehicle has shut down twice while she
4 was driving on the highway. Ms. Gordon did not learn of the ignition switch defects
5 until March 2014. Had she been aware of the of the ignition switch defects,
6 Ms. Gordon would either not have purchased her Cobalt or would have paid less for it
7 than she did.

8 50. Plaintiff and proposed Nationwide and Texas State Class Representative
9 Keisha Hunter is a resident and citizen of Fort Worth, Texas. Ms. Hunter purchased a
10 used 2006 Chevy Cobalt on March 22, 2013, in Arlington, Texas. Ms. Hunter chose
11 the Cobalt in part because she wanted a safe vehicle. While Ms. Hunter has not yet
12 had her Cobalt shut down while driving, she is concerned for her safety and the
13 diminished value of her vehicle as a result of the ignition switch defects. Ms. Hunter
14 did not learn of the ignition switch defects until March 2014. Had she been aware of
15 the of the ignition switch defects, Ms. Hunter would either not have purchased her
16 Cobalt or would have paid less for it than she did.

17 51. Plaintiff and proposed Nationwide and Wisconsin Class Representative
18 Les Rouse is a resident and citizen of LaCrosse, Wisconsin. Mr. Rouse purchased a
19 new 2004 Saturn Ion 2 in October, 2004, in LaCrosse, Wisconsin. Mr. Rouse has
20 experienced loss of electrical power in his vehicle while driving and he is concerned
21 about driving it due to the safety risks it poses. He also believes the value of his car
22 has diminished as a result of the ignition switch defects. Mr. Rouse did not learn of
23 the ignition switch defects until March 2014.

24 52. Defendant General Motors LLC ("GM") is a foreign limited liability
25 company formed under the laws of Delaware with its principal place of business
26 located at 300 Renaissance Center, Detroit, Michigan. GM was incorporated in 2009
27 and on July 5, 2009, acquired substantially all assets and assumed certain liabilities of
28

1 General Motors Corporation through a Section 363 sale under Chapter 11 of the U.S.
2 Bankruptcy Code.

3 53. Among the liabilities and obligations expressly assumed by GM are the
4 following:

5 From and after the Closing, Purchaser [GM] shall comply
6 with the certification, reporting and recall requirements of
7 the National Traffic and Motor Vehicle Act, the
Transportation Recall Enhancement, Accountability and
Documentation Act, the Clean Air Act, the California
Health and Safety Code, and similar laws, in each case, to
the extent applicable in respect of vehicles and vehicle parts
manufactured or distributed by [Old GM].

9 54. GM also expressly assumed:

10 [A]ll Liabilities arising under express written warranties of
11 [Old GM] that are specifically identified as warranties and
12 delivered in connection with the sale of new, certified used
13 or pre-owned vehicles or new or remanufactured motor
14 vehicle parts and equipment (including service parts,
accessories, engines and transmissions) manufactured or
sold by [Old GM] or Purchaser prior to or after the Closing
and (B) all obligations under Lemon Laws

15 55. Finally, GM also expressly assumed “all Liabilities arising out of,
16 relating to, in respect of, or in connection with the use, ownership or sale of the
17 Purchased Assets after the closing.” Those assets included all contracts of Old GM,
18 including its contracts with dealers and service centers.

19 IV. FACTUAL ALLEGATIONS

20 A. The Ignition Switch Defects in the Defective Vehicles

21 56. Given the imperative that a vehicle and its electrical operating systems
22 remain operational during ordinary driving conditions, a vehicle manufacturer must
23 ensure that its vehicles remain operational from the time the driver starts the vehicle
24 until the driver intentionally shuts down the vehicle. If a manufacturer is aware of
25 defects in this regard, it must promptly notify vehicle owners and the public so that
26 prompt remediation will occur. With respect to the Defective Vehicles, GM failed to
27 do so.

1 57. The ignition switch defects can cause the Defective Vehicles' engines
2 and electrical systems to shut off, disabling the power steering and power brakes and
3 causing non-deployment of the vehicles' airbags and the failure of the vehicles'
4 seatbelt pretensioners in the event of a crash.

5 58. The ignition switch systems at issue are defective in at least three major
6 respects. The first is that the switches are simply weak; because of a faulty "detent
7 plunger," the switch can inadvertently move from the "run" to the "accessory" or
8 "off" position.

9 59. The second defect is that, due to the low position of the ignition switch,
10 the driver's knee can easily bump the key (or the hanging fob below the key), and
11 cause the switch to inadvertently move from the "run" to the "accessory" or "off"
12 position.

13 60. The third defect is that the airbags immediately become inoperable
14 whenever the ignition switch moves from the "run" to the "accessory" position. As
15 NHTSA's Acting Administrator, David Friedman, recently testified before Congress,
16 NHTSA is not convinced that the non-deployment of the airbags in the recalled
17 vehicles is solely attributable to a mechanical defect involving the ignition switch:

18 And it may be even more complicated than that, actually.
19 And that's one of the questions that we actually have in our
20 timeliness query to General Motors. It is possible that it's
21 not simply that the – the power was off, but a much more
complicated situation where the very specific action of
moving from on to the accessory mode is what didn't turn
off the power, but may have disabled the algorithm.

22 That, to me, frankly, doesn't make sense. From my
23 perspective, if a vehicle – certainly if a vehicle is moving,
the airbag's algorithm should require those airbags to
deploy. Even if the – even if the vehicle is stopped and you
turn from 'on' to 'accessory,' I believe that the airbags
should be able to deploy.

24 So this is exactly why we're asking General Motors this
25 question, to understand is it truly a power issue or is there
26 something embedded in their [software] algorithm that is

1 causing this, something that should have been there in their
2 algorithm.
3

4 61. The Defective Vehicles are, therefore, unreasonably prone to be involved
5 in accidents, and those accidents are unreasonably likely to result in serious bodily
6 harm or death to the drivers and passengers of the Defective Vehicles, as well as to
7 other vehicle operators and pedestrians.

8 **B. GM Knew of the Ignition Switch Defects for Years, but Concealed the
9 Defects from Plaintiffs and the Class**

10 62. Alarmingly, GM knew of the deadly ignition switch defects and their
11 dangerous consequences from the date of its inception on July 5, 2009, but concealed
12 its knowledge from Defective Vehicle owners and later purchasers of new and used
13 Defective Vehicles.

14 63. In part, GM's knowledge of the ignition switch defects arises from the
15 fact that key personnel with knowledge of the defects remained in their same
16 positions once GM took over from Old GM.

17 64. For example, the Old GM Lead Switch Engineer who was responsible for
18 the rollout of the defective ignition switch in 2003 was Ray DeGiorgio.

19 Mr. DeGiorgio continued to serve as an engineer at GM until April 2014 when he was
20 suspended as a result of his involvement in the defective ignition switch problem.

21 65. In 2001, two years *before* the Defective Vehicles were ever available to
22 consumers, Old GM privately acknowledged in an internal pre-production report for
23 the model/year ("MY") 2003 Saturn Ion that there were problems with the ignition
24 switch.⁶ Old GM's own engineers had personally experienced problems with the
25 ignition switch. In a section of the internal report titled "Root Cause Summary," Old
26 GM engineers identified "two causes of failure," namely: "[l]ow contact force and

27 28 ⁵ Congressional Transcript, Testimony of David Friedman, Acting Administrator
of NHTSA (Apr. 2, 2014), at 19.

⁶ GM Report/Complaint re "Electrical Concern" opened July 31, 2001,
GMHEC000001980-90.

1 low detent plunger force.”⁷ The report also stated that GM person responsible for the
2 issue was Ray DeGiorgio.⁸

3 66. As detailed below, Mr. DeGiorgio actively concealed the defect, both
4 while working for Old GM **and** while working for GM.

5 67. Similarly, Gary Altman was Old GM’s program-engineering manager
6 for the Cobalt, which is one of the Defective Vehicle models which hit the market in
7 MY 2005. He remained as an engineer at GM until he was suspended on April 10,
8 2014, by GM for his role in the ignition switch problem.

9 68. On October 29, 2004, Mr. Altman test-drove a Cobalt. While he was
10 driving, his knee bumped the key, and the vehicle shut down.

11 69. In response to the Altman incident, Old GM opened an engineering
12 inquiry, known as a “Problem Resolution Tracking System inquiry” (“PRTS”), to
13 investigate the issue. According to the chronology provided to NHTSA by GM in
14 March 2014, engineers pinpointed the problem and were “able to replicate this
15 phenomenon during test drives.”

16 70. The PRTS concluded in 2005 that:

17 There are two main reasons that we believe can cause a
18 lower effort in turning the key:

19 1. A low torque detent in the ignition switch and
20 2. A low position of the lock module in the column.⁹

21 71. The 2005 PRTS further demonstrates the knowledge of Ray DeGiorgio
22 (who, like Mr. Altman, worked for Old GM and continued until very recently
23 working for GM), as the PRTS’ author states that “[a]fter talking to Ray DeGiorgio, I
24 found out that it is close to impossible to modify the present ignition switch. The

25
26
27 ⁷ *Id.* at GMHEC000001986.
28 ⁸ *Id.* at GMHEC000001981, 1986.
⁹ Feb. 1, 2005 PRTS at GMHEC000001733.

1 switch itself is very fragile and doing any further changes will lead to mechanical
2 and/or electrical problems.”¹⁰

3 72. Gary Altman, program engineering manager for the 2005 Cobalt,
4 recently admitted that Old GM engineering managers (including himself and
5 Mr. DeGiorgio) knew about ignition-switch problems in the vehicle that could disable
6 power steering, power brakes and airbags, but launched the vehicle anyway because
7 they believed that the vehicles could be safely coasted off the road after a stall.
8 Mr. Altman insisted that “the [Cobalt] was maneuverable and controllable” with the
9 power steering and power brakes inoperable, though he did not attempt to explain
10 why the vehicle would not require an operable airbag.

11 73. Rather than publicly admitting the dangerous safety defects in the
12 Defective Vehicles, first Old GM and then GM attempted to attribute these and other
13 incidents to “driver error.” Every year from 2005 to 2012, first Old GM and then GM
14 received reports of deaths in Cobalts involving steering and/or airbag failures,
15 including:

- 16 • 2005: 26 Cobalt Death and Injury Incidents, including 1 death
17 citing Airbag as component involved.
- 18 • 2006: 69 Cobalt Death and Injury Incidents, including 2 deaths
19 citing Airbag as component involved and 4 deaths citing
Unknown component.
- 20 • 2007: 87 Cobalt Death and Injury Incidents, including 3 deaths
21 citing Airbag as component involved.
- 22 • 2008: 106 Cobalt Death and Injury Incidents, including 1
23 death citing Airbag as component involved and 2 deaths citing
Unknown component.
- 24 • 2009: 133 Cobalt Death and Injury Incidents, including 1
25 death citing Airbag as component involved, 1 death citing Service Brake as component involved, 1 death citing Steering as component involved, and 2 deaths citing Unknown component.

27
28 ¹⁰ *Id.*

- 1 • 2010: 400 Cobalt Death and Injury Incidents, including 2
2 deaths citing Airbag as component involved, 12 deaths citing
3 Steering as component involved, and 1 death citing Unknown
4 component.
- 5 • 2011: 187 Cobalt Death and Injury Incidents, including 2
6 deaths citing Airbag as component involved, 2 deaths citing
7 Steering as component involved, and 1 citing Unknown
8 component.
- 9 • 2012: 157 Cobalt Death and Injury Incidents, including 5
10 deaths citing Airbag as component involved, and 4 deaths
11 citing Steering as component involved.

12 74. In April 2006, the GM design engineer who was responsible for the
13 ignition switch in the recalled vehicles, Lead Switch Engineer Ray DeGiorgio,
14 authorized part supplier Delphi to implement changes to fix the ignition switch
15 defect.¹¹ GM stated that the design change “was implemented to increase torque
16 performance in the switch.”¹² However, testing showed that, even with the proposed
17 change, the performance of the ignition switch was *still* below original
18 specifications.¹³

19 75. The modified ignition switches started to be installed in 2007 model/year
20 vehicles.¹⁴ In what a high-level engineer at Old GM now calls a “cardinal sin” and
21 “an extraordinary violation of internal processes,” Old GM changed the part design
22 **but kept the old part number.**¹⁵ That makes it impossible to determine from the part
23 number alone which GM vehicles produced after 2007 contain the defective ignition
24 switches.

25 ¹¹ General Motors Commodity Validation Sign-Off (Apr. 26, 2006),
26 GMHEC000003201. *See also* GM Mar. 11, 2014 Ltr. to NHTSA, attached
27 chronology at 2.

28 ¹² *Id.*

29 ¹³ Delphi Briefing, Mar. 27, 2014.

30 ¹⁴ GM Mar. 11, 2014 Ltr. to NHTSA, attached chronology at 2.

31 ¹⁵ “‘Cardinal sin’: Former GM engineers say quiet ‘06 redesign of faulty ignition
32 switch was a major violation of protocol.” *Automotive News* (Mar. 26, 2014).

1 76. At a May 15, 2009 meeting, Old GM engineers (soon to be GM
2 engineers) learned that data in the black boxes of Chevrolet Cobalts showed that the
3 dangerous ignition switch defects existed in hundreds of thousands of Defective
4 Vehicles. But still GM did not reveal the defect to NHTSA, Plaintiffs or the Class.

5 77. After the May 15, 2009 meeting, GM continued to get complaints of
6 unintended shut down and continued to investigate frontal crashes in which the
7 airbags did not deploy.

8 78. After the May 15, 2009 meeting, GM told the families of accident
9 victims and Defective Vehicle owners that it did not have sufficient evidence to
10 conclude that there was any defect in the Defective Vehicles. In one case involving
11 the ignition switch defects, GM threatened to sue the family of an accident victim for
12 reimbursement of its legal fees if the family did not dismiss its lawsuit. In another,
13 GM sent the victim's family a terse letter, saying there was no basis for any claims
14 against GM. These statements were part of GM's campaign of deception.

15 79. In July 2011, GM legal staff and engineers met regarding an
16 investigation of crashes in which the air bags did not deploy. The next month, in
17 August 2011, GM initiated a Field Performance Evaluation ("FPE") to analyze
18 multiple frontal impact crashes involving MY 2005-2007 Chevrolet Cobalt vehicles
19 and 2007 Pontiac G5 vehicles, as well as a review of information related to the Ion,
20 HHR, and Solstice vehicles, and airbag non-deployment.¹⁶

21 80. GM continued to conceal and deny what it privately knew – that the
22 ignition switches in the Defective Vehicles were defective. For example, in May
23 2012, GM engineers tested the torque of the ignition switches in numerous Old GM
24 vehicles.¹⁷ The results from the GM testing showed that the majority of the vehicles
25 tested from the 2003 to 2007 model/years had torque performance at or below 10

26
27 ¹⁶ GM Mar. 11, 2014 Ltr. to NHTSA, attached chronology at 2.
28 ¹⁷ GMHEC000221427; *see also* Mar. 11, 2014 Ltr. to NHTSA, attached
chronology.

1 Newton centimeters (“Ncm”), which was below the original design specifications
2 required by GM.¹⁸ Around the same time, high ranking GM personnel continued to
3 internally review the history of the ignition switch issue.¹⁹

4 81. In September 2012, GM had a GM Red X Team Engineer (a special
5 engineer assigned to find the root cause of an engineering design defect) examine the
6 changes between the 2007 and 2008 Chevrolet Cobalt models following reported
7 crashes where the airbags failed to deploy and the ignition switch was found in the
8 “off” or “accessory” position.²⁰

9 82. The next month, in October of 2012, GM engineer Ray DeGiorgio (the
10 lead engineer on the defective ignition switch) sent an email to Brian Stouffer of GM
11 regarding the “2005-7 Cobalt and Ignition Switch Effort,” stating: “If we replaced
12 switches on ALL the model years, i.e., 2005, 2006, 2007 the piece price would be
13 about \$10.00 per switch.”²¹

14 83. The October 2012 email makes clear that GM considered implementing
15 a recall to fix the defective ignition switches in the Chevy Cobalt vehicles, but
16 declined to do so in order to save money.

17 84. In April 2013, GM again *internally* acknowledged that it understood that
18 there was a difference in the torque performance between the ignition switch parts in
19 later model Chevrolet Cobalt vehicles compared with the 2003-2007 model/year
20 vehicles.²²

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¹⁸ *Id.*

¹⁹ GMHEC000221438.

²⁰ Email from GM Field Performance Assessment Engineer to GM Red X Team
Engineer (Sept. 6, 2012, 1:29:14 p.m., GMHEC000136204).

²¹ GMHEC000221539.

²² GM Mar. 11, 2014 Ltr. to NHTSA, attached chronology at 4.

1 85. GM hired an outside engineering firm to investigate the ignition switch
2 defect who confirmed that the ignition switches in the early model Cobalt and Ion
3 vehicles did not meet GM's own design specifications.²³

4 86. Notwithstanding what GM actually knew from the testing that it had
5 done almost exactly a year earlier in May of 2012 and privately acknowledged,²⁴ its
6 public statements and position in litigation was radically different. For example, in
7 May 2013, Brian Stouffer testified in deposition in a personal injury action (*Melton v.*
8 *General Motors*) that the Ncm performance (a measurement of the strength of the
9 ignition switch) was **not** substantially different as between the early (e.g., 2005) and
10 later model year (e.g., 2008) Chevrolet Cobalt vehicles.²⁵

11 87. Similarly, a month before Mr. Stouffer's testimony, in April 2013, GM
12 engineer Ray DeGiorgio denied the existence of any type of ignition switch defect:

13 Q: Did you look at, as a potential failure mode for this
14 switch, the ease of which the key could be moved from run
to accessory?

15 ...

16 THE WITNESS: No, because in our minds, moving the key
17 from, I want to say, ***run to accessory is not a failure mode,***
it is an expected condition. It is important for the customer
18 to be able to rotate the key fore and aft, so as long as we
meet those requirements, ***it's not deemed as a risk.***

19 Q: Well, it's not expected to move from run to accessory
20 when you're driving down the road at 55 miles an hour, is
it?

21 ...

22 THE WITNESS: ***It is expected for the key to be easily and***
smoothly transitioned from one state to the other without
23 binding and without harsh actuations.

24
25

²³ *Id.* GM Mar. 11, 2014 Ltr. to NHTSA, attached chronology at 4). See also
GMHEC000003156-3180.

26

²⁴ See GMHEC000221427.

27

²⁵ GMHEC000146933. That said, “[t]he modified switches used in 2007-2011
28 vehicles were also approved by GM despite not meeting company specifications.”
Mar. 31, 2014 Ltr. to Mary Barra from H. Waxman, D. DeGette, and J. Schankowsky.

1 Q: And why do you have a minimum torque requirement
2 from run to accessory?
3 . . .
4

5 THE WITNESS: It's a design feature that is required. You
6 don't want anything flopping around. You want to be able
7 to control the dimensions and basically provide – one of the
8 requirements in this document talks about having a smooth
9 transition from detent to detent. One of the criticisms – I
10 shouldn't say criticisms. One of the customer complaints
11 we have had in the – and previous to this was he had cheap
12 feeling switches, they were cheap feeling, they were higher
13 effort, and the intent of this design was to provide a smooth
14 actuation, provide a high feeling of a robust design. That
was the intent.

15 Q: I assume the intent was also to make sure that when
16 people were using the vehicle under ordinary driving
17 conditions, that if the key was in the run position, it
18 wouldn't just move to the accessory position, correct?
19 . . .
20

21 A: That is correct, but also – it was not intended – *the*
intent was to make the transition to go from run to off with
*relative ease.*²⁶

22 88. Brian Stouffer, in an email to Delphi regarding the ignition switch in the
23 Chevy Cobalt, acknowledged that the ignition switch in early Cobalt vehicles –
24 although bearing the same part number – was different than the ignition switch in
25 later Cobalt vehicles.²⁷ Mr. Stouffer claimed that “[t]he discovery of the plunger and
26 spring change was made aware to GM during a [sic] course of a lawsuit (*Melton v.*
27 *GM*).”²⁸ Delphi personnel responded that GM had authorized the change back in
28 2006 but the part number had remained the same.²⁹

29 89. Eventually, the defect could no longer be ignored or swept under the rug.

26 ²⁶ GMHEC000138906 (emphasis added).

27 ²⁷ GMHEC000003197.

28 ²⁸ *Id.* See also GMHEC000003156-3180.

29 ²⁹ See GMHEC000003192-93.

1 **C. GM Waited until 2014 to Finally Order a Recall of Some of the Defective**
2 **Vehicles**

3 90. After analysis by GM's Field Performance Review Committee and the
4 Executive Field Action Decision Committee ("EFADC"), the EFADC finally ordered
5 a recall of *some* of the Defective Vehicles on January 31, 2014.

6 91. Initially, the EFADC ordered a recall of only the Chevrolet Cobalt and
7 Pontiac G5 for model years 2005-2007.

8 92. After additional analysis, the EFADC expanded the recall on
9 February 24, 2014, to include the Chevrolet HHR and Pontiac Solstice for model
10 years 2006 and 2007, the Saturn Ion for model years 2003-2007, and the Saturn Sky
11 for model year 2007.

12 93. Most recently, on March 28, 2014, GM expanded the recall a third time,
13 to include Chevrolet Cobalts, Pontiac G5s and Solstices, Saturn Ions and Skys from
14 the 2008 through 2010 model years, and Chevrolet HHRs from the 2008 through
15 2011 model years.

16 94. GM provided dealers with notice of the recalls on February 26, 2014,
17 March 4, 2014, and March 28, 2014, and mailed letters to some of the current owners
18 of the Defective Vehicles on March 10 and March 11, 2014.

19 95. According to GM, the dealers are to replace the ignition switch,
20 presumably with one with sufficient torque to prevent the inadvertent shut down of
21 the ignition, power steering, power brakes, and airbags.

22 96. To date, GM has *not* pledged to remedy the fact that the key and fob in
23 the Defective Vehicles hang dangerously low, leading to an unreasonable risk that the
24 driver's knee will inadvertently shut down the Defective Vehicles during ordinary
25 driving conditions.

26 97. GM has also *not* pledged to remedy the fact that airbags will not deploy
27 as soon as the ignition switch moves from the "run" to the "accessory" or "off"
28 position.

1 98. In a video message addressed to GM employees on March 17, 2014,
2 CEO Mary Barra admitted that the Company had made mistakes and needed to
3 change its processes.

4 99. According to Ms. Barra, “[s]omething went terribly wrong in our
5 processes in this instance, and terrible things happened.” Barra went on to promise,
6 “[w]e will be better because of this tragic situation if we seize this opportunity.”³⁰

7 100. GM now faces investigations by NHTSA, the S.E.C., and at least one
8 State Attorney General, hearings in both the U.S. House and Senate, and a probe by
9 the Department of Justice.

10 101. While GM has now appointed a new Vehicle Safety Chief, on
11 information and belief, at least 2.19 million potentially Defective Vehicles remain on
12 the road to this day.

13 **D. GM Promoted the Defective Vehicles as Safe and Reliable**

14 102. On information and belief, in marketing and advertising materials, GM
15 consistently promoted all its vehicles, including the Defective Vehicles sold after
16 July 5, 2009, as safe and reliable.

17 103. For example, a radio ad that ran from GM’s inception until July 16,
18 2010, stated that “[a]t GM, building quality cars is the most important thing we can
19 do.”

20 104. An online ad for “GM certified” used vehicles that ran from July 6, 2009
21 until April 5, 2010 stated that “GM certified means no worries.”

22 105. Chevrolet brand ran television ads in 2010 showing parents bringing
23 their newborn babies home from the hospital, with the tagline “[a]s long as there are
24 babies, there’ll be Chevys to bring them home.”

25
26
27

28 ³⁰ “Something Went ‘Very Wrong’ at G.M., Chief Says.” N.Y. TIMES (Mar. 18,
2014).

1 106. Another 2010 television ad informed consumers that “Chevrolet’s
2 ingenuity and integrity remain strong, exploring new areas of design and power,
3 while continuing to make some of the safest vehicles on earth.”

4 107. An online national ad campaign for GM in April of 2012 stressed
5 “Safety. Utility. Performance.”

6 108. A national print ad campaign in April of 2013 states that “[w]hen lives
7 are on the line, you need a dependable vehicle you can rely on. Chevrolet and
8 GM...for power, performance and safety.”

9 109. A December 2013 GM testimonial ad stated that “GM has been able to
10 deliver a quality product that satisfies my need for dignity and safety.”

11 110. GM made these and similar representations to boost new and used
12 vehicle sales and maximize profits while knowing that the ignition switches in the
13 Defective Vehicles were defective.

14 111. Throughout the relevant period, GM possessed vastly superior
15 knowledge and information to that of consumers – if not exclusive information –
16 about the design and function of the ignition switches in the Defective Vehicles and
17 the existence of the defects in those vehicles.

18 112. Until recently, GM never informed consumers about the ignition switch
19 defects.

20 **E. The Ignition Switch Defects have Harmed Plaintiffs and the Class**

21 113. The ignition switch defects have caused damage to Plaintiffs and the
22 Class.

23 114. A vehicle purchased, leased, or retained with a serious safety defect is
24 worth less than the equivalent vehicle leased, purchased, or retained without the
25 defect.

26 115. A vehicle purchased, leased, or retained under the reasonable assumption
27 that it is safe is worth more than a vehicle known to be subject to the unreasonable
28 risk of catastrophic accident because of the ignition switch defects.

1 116. Purchasers and lessees of Defective Vehicles after the July 5, 2009,
2 inception of GM paid more for the Defective Vehicles, through a higher purchase
3 price or higher lease payments, than they would have had GM disclosed the ignition
4 switch defects. Plaintiffs and those Class members who purchased new or used
5 Defective Vehicles *after* July 5, 2009, overpaid for their Defective Vehicles as the
6 result of GM's conduct. Because GM concealed the ignition switch defects, these
7 Plaintiffs did not receive the benefit of the bargain. In addition, the value of all
8 Defective Vehicles has diminished as the result of GM's deceptive conduct.

9 117. Plaintiffs and *all* Class members are stuck with unsafe vehicles that are
10 now worth less than they would have been but for GM's failure to disclose and
11 remedy the ignition switch defects.

12 118. In addition, Plaintiffs and *all* Class members are subject to a recall that
13 *does not* fully cure the safety defects. Even if they receive a replacement switch with
14 a stronger detent plunger, their vehicles will *not* be safe from the unreasonable risk of
15 sudden unintended shutdown, with the attendant loss of power steering and other
16 critical safety systems, including an operable airbag. That is because GM has *not*
17 pledged to address either the placement of the ignition switch in the Defective
18 Vehicles *or* the fact that the airbags in the Defective Vehicles become inoperable as
19 soon as the ignition switch turns to the "accessory" or "off" position.

20 119. GM admits to at least 13 deaths resulting from accidents linked to the
21 ignition switch defects in the Defective Vehicles. However, Plaintiffs believe that the
22 actual number is much higher, and that there may have been hundreds of deaths and
23 injuries attributable to the ignition switch defects.

24 120. If GM had timely disclosed the ignition switch defects as required by the
25 TREAD Act, the law of fraudulent concealment, tortious interference with contract
26 and the State consumer protection laws set forth below, all Class members' vehicles
27 would now be safe to drive, and would be considerably more valuable than they are
28 now. Because of GM's now highly-publicized campaign of deception, and its

1 belated, piecemeal and ever-expanding recall, so much stigma has attached to the
2 Defective Vehicles that no rational consumer would now purchase a Defective
3 Vehicle – let alone pay what otherwise would have been fair market value for the
4 vehicle.

5 **F. Other Recently Revealed Information Demonstrates a Widespread Pattern
6 of Concealing Dangerous Defects at GM and Casts Further Doubt on
Whether GM is Now Adequately Addressing the Ignition Switch Defects**

7 121. Disturbingly, as set forth below, other recently-revealed information
8 suggests that GM's egregious mishandling of the ignition switch defects is part of a
9 pattern of concealing dangerous known defects in GM vehicles.

10 122. That pattern of conduct, together with the ever-expanding and piecemeal
11 nature of the recall, calls into further question whether GM is to be trusted when it
12 claims that simply replacing the ignition switch will fully resolve the myriad of issues
13 faced by Defective Vehicle owners as a result of the ignition switch defects.

14 **1. The EPS problem**

15 123. Between 2003 and 2010, first Old GM and then sold in the United States
16 over 1.3 million vehicles with a safety defect that causes the vehicle's electric power
17 steering ("EPS") to suddenly fail during ordinary driving conditions and revert back
18 to manual steering, requiring greater effort by the driver to steer the vehicle and
19 increasing the risk of collisions and injuries.

20 124. In 2009, GM assumed Old GM's obligation to report any known,
21 dangerous defects in GM vehicles, including the defective vehicles, which are
22 affected by the faulty EPS. And, as with the ignition switch defects, GM was aware
23 of the EPS problem

24 125. When the EPS fails, a message appears on the vehicle's dashboard, and
25 a chime sounds to inform the driver. Although steering control can be maintained
26 through manual steering, greater driver effort is required, and the risk of an accident
27 is increased.

1 126. In 2010, GM first recalled Chevy Cobalt and Pontiac G5 models for
2 these EPS issues, yet it did **not** recall the many other vehicles that had the very same
3 faulty EPS.

4 127. Documents released by the National Highway Traffic Safety
5 Administration (“NHTSA”) show that GM waited years to recall nearly 335,000
6 Saturn Ions for EPS failure – despite receiving nearly 4,800 consumer complaints and
7 more than 30,000 claims for warranty repairs. That translates to a complaint rate of
8 14.3 incidents per thousand vehicles and a warranty claim rate of 9.1 percent. By
9 way of comparison, NHTSA has described as “high” a complaint rate of 250
10 complaints per 100,000 vehicles.³¹ Here, the rate translates to 1430 complaints per
11 100,000 vehicles.

12 128. In response to the consumer complaints, in September 2011 NHTSA
13 opened an investigation into the EPS defect in Saturn Ions.

14 129. NHTSA database records show complaints from Ion owners as early as
15 June 2004, with the first injury reported in May 2007.

16 130. NHTSA linked approximately 12 crashes and two injuries to the EPS
17 defect in the Ions.

18 131. In 2011, GM missed yet another opportunity to recall the additional
19 vehicles with faulty EPS when CEO Mary Barra – then head of product
20 development – was advised by engineer Terry Woychowski that there was a serious
21 power steering issue in Saturn Ions. Ms. Barra was also informed of the ongoing
22 NHTSA investigation. At the time, NHTSA reportedly came close to concluding that
23 Saturn Ions should have been included in GM’s 2005 steering recall of Cobalt and G5
24 vehicles.

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³¹ See http://www-odi.nhtsa.dot.gov/cars/problems/defect-results.cfm?action_number=EA06002&SearchType=QuickSearch&summary=true.

1 132. Yet GM took no action for four years. It wasn't until March 31, 2014,
2 that GM finally recalled the approximately 1.3 million vehicles in the United States
3 affected by the EPS defect.

4 133. After announcing the March 31, 2014 recall, Jeff Boyer, GM's Vice
5 President of Global Vehicle Safety, acknowledged that GM recalled some of these
6 same vehicle models previously for the *same issue*, but that GM "did not do enough."

7 **2. Airbag problems caused by defective wiring harnesses**

8 134. From 2007 until at least 2013, first Old GM and then GM sold nearly 1.2
9 million vehicles throughout the United States that have defective wiring harnesses.
10 Increased resistance in the wiring harnesses of driver and passenger seat-mounted,
11 side-impact air bag ("SIAB") in the affected vehicles may cause the SIABs, front
12 center airbags, and seat belt pretensioners to not deploy in a crash. The vehicles'
13 failure to deploy airbags and pretensioners in a crash increases the risk of injury and
14 death to the drivers and front-seat passengers.

15 135. In 2009, GM assumed Old GM's obligation to report any known,
16 dangerous defects in GM vehicles, including those affected by the faulty airbag
17 components. Once again, GM knew of the dangerous airbag defect from the date of
18 its inception on July 5, 2009.

19 136. As the wiring harness connectors in the SIABs corrode or loosen over
20 time, resistance will increase. The airbag sensing system will interpret this increase
21 in resistance as a fault, which then triggers illumination of the "SERVICE AIR BAG"
22 message on the vehicle's dashboard. This message may be intermittent at first and
23 the airbags and pretensioners will still deploy. But over time, the resistance can build
24 to the point where the SIABs, pretensioners, and front center airbags will not deploy
25 in the event of a collision.³²

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³² See GM Notice to NHTSA dated March 17, 2014, at 1.

1 137. The problem apparently arose when GM made the switch from using
2 gold-plated terminals to connect its wire harnesses to cheaper tin terminals in 2007.³³

3 138. In June 2008, Old GM noticed increased warranty claims for airbag
4 service on certain of its vehicles and determined it was due to increased resistance in
5 airbag wiring. After analysis of the tin connectors in September 2008, Old GM
6 determined that corrosion and wear to the connectors was causing the increased
7 resistance in the airbag wiring. It released a technical service bulletin on
8 November 25, 2008, for 2008-2009 Buick Enclaves, 2009 Chevy Traverse, 2008-
9 2009 GMC Acadia, and 2008-2009 Saturn Outlook models, instructing dealers to
10 repair the defect by using Nyogel grease, securing the connectors, and adding slack to
11 the line. Old GM also began the transition back to gold-plated terminals in certain
12 vehicles. At that point, Old GM suspended all investigation into the defective airbag
13 wiring and took no further action.³⁴

14 139. In November 2009, GM learned of similar reports of increased airbag
15 service messages in 2010 Chevy Malibu and 2010 Pontiac G6 vehicles. After
16 investigation, GM concluded that corrosion and wear in the same tin connector was
17 the root of the airbag problems in the Malibu and G6 models.³⁵

18 140. In January 2010, after review of the Malibu and G6 airbag connector
19 issues, GM concluded that ignoring the service airbag message could increase the
20 resistance such that an SIAB might not deploy in a side impact collision. On May 11,
21 2010, GM issued a Customer Satisfaction Bulletin for the Malibu and G6 models and
22 instructed dealers to secure both front seat-mounted, side-impact airbag wire
23 harnesses and, if necessary, reroute the wire harness.³⁶

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26 ³⁴ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 1-2.

27 ³⁵ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 2.

28 ³⁶ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 2.

1 141. From February to May 2010, GM revisited the data on vehicles with
2 faulty harness wiring issues, and noted another spike in the volume of the airbag
3 service warranty claims. This led GM to conclude that the November 2008 bulletin
4 was “not entirely effective in correcting the [wiring defect present in the vehicles].”
5 On November 23, 2010, GM issued another Customer Satisfaction Bulletin for certain
6 2008 Buick Enclave, 2008 Saturn Outlook, 2008 GMC Acadia, models built from
7 October 2007 to March 2008, instructing dealers to secure SIAB harnesses and re-
8 route or replace the SIAB connectors.³⁷

9 142. GM issued a revised Customer Service Bulletin on February 3, 2011,
10 requiring replacement of the front seat-mounted side impact airbag connectors in the
11 same faulty vehicles in the November 2010 bulletin. In July 2011, GM again
12 replaced its connector, this time with a Tyco-manufactured connector featuring a
13 silver sealed terminal.³⁸

14 143. But in 2012 GM noticed another spike in the volume of warranty claims
15 relating to SIAB connectors in vehicles built in the second half of 2011. After further
16 analysis of the Tyco connectors, it discovered that inadequate crimping of the
17 connector terminal was causing increased system resistance. In response, GM issued
18 an internal bulletin for 2011-12 Buick Enclave, Chevy Traverse, and GMC Acadia
19 models, recommending dealers repair affected vehicles by replacing the original
20 connector with a new sealed connector.³⁹

21 144. The defect was still uncured, however, because in 2013 GM again
22 marked an increase in service repairs and buyback activity due to illuminated airbag
23 service lights. On October 4, 2013, GM opened an investigation into airbag
24 connector issues in 2011-2013 Buick Enclave, Chevy Traverse, and GMC Acadia

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27 ³⁷ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 3.
28 ³⁸ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 3.
29 ³⁹ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 4.

1 models. The investigation revealed an increase in warranty claims for vehicles built
2 in late 2011 and early 2012.⁴⁰

3 145. On February 10, 2014, GM concluded that corrosion and crimping issues
4 were again the root cause of the airbag problems.⁴¹

5 146. GM initially planned to issue a less-urgent Customer Satisfaction
6 Program to address the airbag flaw in the 2010-2013 Defective Vehicles. But it
7 wasn't until a call with NHTSA on March 14, 2014, that GM finally issued a full-
8 blown safety recall on the vehicles with the faulty harness wiring – years after it first
9 learned of the defective airbag connectors, after four investigations into the defect,
10 and after issuing at least six service bulletins on the topic. The recall as first approved
11 covered only 912,000 vehicles, but on March 16, 2014, it was increased to cover
12 approximately 1.2 million vehicles.⁴²

13 147. On March 17, 2014, GM issued a recall for 1,176,407 vehicles
14 potentially afflicted by the defective airbag system. The recall instructs dealers to
15 remove driver and passenger SIAB connectors and splice and solder the wires
16 together.⁴³

17 V. TOLLING OF THE STATUTES OF LIMITATION

18 148. All applicable statutes of limitation have been tolled by GM's knowing
19 and active fraudulent concealment and denial of the facts alleged herein. Plaintiffs
20 and Class members did not discover, and did not know of facts that would have
21 caused a reasonable person to suspect, that GM did not report information within its
22 knowledge to federal authorities (including NHTSA), its dealerships or consumers,
23 nor would a reasonable and diligent investigation have disclosed that GM had
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26 ⁴⁰ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 4.
27 ⁴¹ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 5.
28 ⁴² See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 5.
⁴³ See GM Notification Campaign No. 14V-118 dated March 31, 2014, at 5.

1 information in its possession about the existence and dangerousness of the defect and
2 opted to conceal that information until shortly before this action was filed.

3 149. Ever since its inception on July 5, 2009, GM has been under a continuing
4 duty to disclose to NHTSA, its dealerships, Plaintiffs, and the Class the true character,
5 quality, and nature of the Defective Vehicles; that this defect is based on dangerous,
6 inadequate, and defective design and/or substandard materials; and that it will require
7 repair, poses a severe safety concern, and diminishes the value of the Defective
8 Vehicles.

9 150. Because of the active concealment by GM, any and all limitations
10 periods otherwise applicable to Plaintiffs' claims have been tolled.

11 **VI. FROM THE DATE OF ITS INCEPTION, GM OWED A DUTY TO
12 DISCLOSE AND NOT TO CONCEAL THE IGNITION SWITCH DEFECTS IN
THE DEFECTIVE VEHICLES**

13 151. Regardless of whether GM or Old GM manufactured or sold a particular
14 Defective Vehicle to a particular Class member, GM is responsible for *its own*
15 actions with respect to *all* the Defective Vehicles, and the resulting harm to Class
16 members that occurred as the result of GM's acts and omissions. Simply put, GM
17 was aware of serious safety defects, and it also knew that Defective Vehicle owners
18 were unaware of the defect. Under these circumstances, GM had the clear duty to
19 disclose and not conceal the ignition switch defects to Plaintiffs and the Class –
20 regardless of when they acquired their Defective Vehicles.

21 152. GM's obligations stem from several different sources, including, but not
22 limited to: (i) the obligations it explicitly assumed under the TREAD Act to promptly
23 report any safety defect to Defective Vehicle owners and to NHTSA so that
24 appropriate remedial action could occur; (ii) the duty it had under the law of
25 fraudulent concealment and tortious interference with contract, as pleaded below; (iii)
26 the duty it had under the State consumer protection laws, as pleaded below; and (iv)
27 the general legal principle embodied in § 324A of the Restatement (Second) of Torts,
28 ("Liability To Third Person For Negligent Performance Of Undertaking").

1 153. In acquiring Old GM, GM expressly assumed the obligations to make all
2 required disclosures under the TREAD Act with respect to all the Defective Vehicles.
3 Under the TREAD Act, if it is determined that vehicle has a safety defect, the
4 manufacturer must promptly notify vehicle owners, purchasers and dealers of the
5 defect, and may be ordered to remedy the defect. 49 U.S.C. § 30118(b)(2)(A) & (B).

6 154. Under the TREAD Act, manufacturers must also file a report with
7 NHTSA within five working days of discovering “a defect in a vehicle or item of
8 equipment has been determined to be safety related, or a noncompliance with a motor
9 vehicle safety standard has been determined to exist.” 49 C.F.R. § 573.6(a) & (b). At
10 a minimum, the report to NHTSA must include: the manufacturer’s name; the
11 identification of the vehicles or equipment containing the defect, including the make,
12 line, model year and years of manufacturing; a description of the basis for
13 determining the recall population; how those vehicles differ from similar vehicles that
14 the manufacturer excluded from the recall; and a description of the defect. 49 C.F.R.
15 § 276.6(b), (c)(1), (c)(2), & (c)(5).

16 155. The manufacturer must also promptly inform NHTSA regarding: the
17 total number of vehicles or equipment potentially containing the defect; the
18 percentage of vehicles estimated to contain the defect; a chronology of all principal
19 events that were the basis for the determination that the defect related to motor
20 vehicle safety, including a summary of all warranty claims, field or service reports,
21 and other information, with its dates of receipt; and a description of the plan to
22 remedy the defect. 49 C.F.R. § 276.6(b) & (c).

23 156. It cannot be disputed that GM assumed a duty to all Defective Vehicle
24 owners under the TREAD Act, and that it violated this duty.

25 157. Under § 324A of the *Restatement*, an entity that undertakes to render
26 services to another which he should recognize as necessary for the protection of a
27 third person or his things, is subject to liability for harm to the third person resulting
28 from the failure to exercise reasonable care to protect the undertaking if (a) the failure

1 to establish reasonable care increases the risk of such harm..." While the doctrine
2 grew up in the context of physical harm, it also applies to economic loss, such as that
3 suffered by Plaintiffs and the Class.

4 158. *Restatement* § 324A applies to an undertaking which is purely gratuitous,
5 and it applies with even greater force here, where GM is receiving substantial
6 remuneration for its undertaking in relation to its dealerships' service centers. GM
7 provides parts for the Defective Vehicles as they are serviced at its dealerships, and
8 receives substantial revenue from dealerships relating to the servicing of Defective
9 Vehicles. It also receives an additional benefit in that many of the people who own
10 these vehicles will eventually sell or trade in their old vehicles for new ones.
11 Consumers using GM service centers and buying GM replacement parts necessarily
12 rely upon GM to advise its dealerships of defects, notify its dealerships of safety
13 related issues, provide its dealerships with accurate and up to date information and
14 enable them to remedy defects. GM's failure to carry out these obligations has
15 increased the risk of harm to owners of Defective Vehicles, who regularly have their
16 vehicles inspected and serviced at GM dealerships and rely upon representations that
17 the vehicles are safe and free of defects.

18 159. GM's dealerships pass along GM replacement parts, and they also rely
19 on GM's expertise regarding how the vehicles should be maintained, and what
20 conditions are necessary for the dealer to conclude that the vehicles are in proper
21 working order at the time they are inspected, serviced and released back to the owner.
22 The dealerships rely on GM's assurances of safety, that GM will tell them about
23 safety related problems that come to GM's attention, and that GM will pass along
24 knowledge of defects and how to address them. Dealers servicing the Defective
25 Vehicles rely on GM's representations that the vehicles and their component parts
26 and safety features will function correctly if certain conditions are met when the
27 vehicles are inspected and serviced, as do the consumers who go to a GM dealership
28 for repairs. GM's breach of its obligations to its dealerships has resulted in harm to

1 Plaintiffs and the Class.

2

3 **VII. CLASS ALLEGATIONS**

4 **A. The Nationwide Class and Subclass**

5 160. Under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil
6 Procedure, Plaintiffs bring this action on behalf of themselves and a Class initially
7 defined as follows (the “Nationwide Class”):

8 During the fullest period allowed by law, all persons in the
9 United States who own or lease, or who sold after March 1,
10 2014, one or more of the following GM vehicles: 2003-
11 2010 Saturn Ion; 2005-2010 Chevrolet Cobalt; 2007-2010
12 Pontiac G5; 2006-2011 Chevrolet HHR; 2006-2010 Pontiac
13 Solstice; and 2007-2010 Saturn Sky (“Defective Vehicles”).
To the extent warranted, the list of Defective Vehicles list
will be supplemented to include other GM vehicles that
have the defective ignition switches, which inadvertently
turn off the engine and vehicle electrical systems during
ordinary driving conditions.

14 161. Plaintiffs also bring a claim on behalf of themselves and a Class initially
15 defined as follows (the “Tortious Interference Subclass”):

16 During the fullest period allowed by law, all persons in the
17 United States who own or lease, or who sold after March 1,
18 2014, one or more Defective Vehicles that they had serviced
or repaired by one or more GM dealerships on or after July
5, 2009.

19 **B. State Classes**

20 162. Plaintiffs also allege statewide class action claims (“State Classes”).
21 These Classes are defined as follows:

22 During the fullest period allowed by law all persons or
23 entities in the **State of California** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
24 Defective Vehicle on or after March 1, 2014.

25 During the fullest period allowed by law, all persons or
entities in the **State of Alabama** who either (i) own or lease
one or more Defective Vehicle(s) or (ii) sold a Defective
26 Vehicle on or after March 1, 2014.

27 During the fullest period allowed by law, all persons or
28 entities in the **State of Colorado** who either (i) own or lease

1 one or more Defective Vehicle(s) or (ii) sold a Defective
2 Vehicle on or after March 1, 2014.

3 During the fullest period allowed by law, all persons or
4 entities in the **State of Connecticut** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

5 During the fullest period allowed by law, all persons or
6 entities in the **State of Florida** who either (i) own or lease
one or more Defective Vehicle(s) or (ii) sold a Defective
Vehicle on or after March 1, 2014.

7 During the fullest period allowed by law, all persons or
8 entities in the **State of Georgia** who either (i) own or lease
one or more Defective Vehicle(s) or (ii) sold a Defective
Vehicle on or after March 1, 2014.

9 During the fullest period allowed by law, all persons or
10 entities in the **State of Illinois** who either (i) own or lease
one or more Defective Vehicle(s) or (ii) sold a Defective
Vehicle on or after March 1, 2014.

11 During the fullest period allowed by law, all persons or
12 entities in the **State of Maryland** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

13 During the fullest period allowed by law, all persons or
14 entities in the **Commonwealth of Massachusetts** who
either (i) own or lease one or more Defective Vehicle(s) or
(ii) sold a Defective Vehicle on or after March 1, 2014.

15 During the fullest period allowed by law, all persons or
16 entities in the **State of Michigan** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

17 During the fullest period allowed by law, all persons or
18 entities in the **State of New Jersey** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

19 During the fullest period allowed by law, all persons or
20 entities in the **State of New Mexico** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

21 During the fullest period allowed by law, all persons or
22 entities in the **State of New York** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

23 During the fullest period allowed by law, all persons or
24 entities in the **State of Ohio** who either (i) own or lease one

1 or more Defective Vehicle(s) or (ii) sold a Defective
2 Vehicle on or after March 1, 2014.

3 During the fullest period allowed by law, all persons or
4 entities in the **State of Oklahoma** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

5 During the fullest period allowed by law, all persons or
6 entities in the **State of Texas** who either (i) own or lease
one or more Defective Vehicle(s) or (ii) sold a Defective
Vehicle on or after March 1, 2014.

7 During the fullest period allowed by law, all persons or
8 entities in the **State of Wisconsin** who either (i) own or
lease one or more Defective Vehicle(s) or (ii) sold a
Defective Vehicle on or after March 1, 2014.

10 163. Excluded from each Class are Old GM and GM, their employees, co-
11 conspirators, officers, directors, legal representatives, heirs, successors and wholly or
12 partly owned subsidiaries or affiliates of GM; class counsel and their employees; and
13 the judicial officers and their immediate family members and associated court staff
14 assigned to this case, and all persons within the third degree of relationship to any
15 such persons.

16 164. Plaintiffs are informed and believe that there are at least 2.1 million
17 Defective Vehicles nationwide and thousands of Defective Vehicles in each State
18 where a State Class claim is pled. Individual joinder of all Class members is
19 impracticable.

20 165. The Class expressly disclaims any recovery in this action for physical
21 injury resulting from the ignition switch defects. But the increased risk of injury from
22 the ignition switch defects serves as an independent justification for the relief sought
23 by Plaintiffs and the Class.

24 166. The Class can be readily identified using registration records, sales
25 records, production records, and other information kept by GM or third parties in the
26 usual course of business and within their control.

27 167. Questions of law and fact are common to the Class and predominate over
28 questions affecting only individual members, including the following:

- 1 a. Whether the Defective Vehicles suffer from ignition switch
2 defects;
- 3 b. Whether GM concealed the defects;
- 4 c. Whether GM misrepresented that the Defective Vehicles were
5 safe;
- 6 d. Whether GM engaged in fraudulent concealment;
- 7 e. Whether GM tortiously interfered with the contracts between its
8 dealerships and Defective Vehicle Owners;
- 9 f. Whether GM engaged in unfair, deceptive, unlawful and/or
10 fraudulent acts or practices in trade or commerce by failing to disclose that the
11 Defective Vehicles were designed, manufactured, and sold with defective ignition
12 switches;
- 13 g. Whether the alleged conduct by GM violated laws as Plaintiffs
14 allege;
- 15 h. Whether GM's unlawful, unfair, and/or deceptive practices
16 harmed Plaintiffs and the members of the Class;
- 17 i. Whether Plaintiffs and the members of the Class are entitled to
18 equitable and/or injunctive relief; and
- 19 j. Whether any or all applicable limitations periods are tolled by acts
20 of fraudulent concealment.

21 168. Plaintiffs' claims are typical of the claims of the Class members, and
22 arise from the same course of conduct by GM. The relief Plaintiffs seek is typical of
23 the relief sought for the absent Class members.

24 169. Plaintiffs will fairly and adequately represent and protect the interests of
25 all absent Class members. Plaintiffs are represented by counsel competent and
26 experienced in product liability, consumer protection, and class action litigation.

27 170. A class action is superior to other available methods for the fair and
28 efficient adjudication of this controversy, since joinder of all the individual Class

1 members is impracticable. Because the damages suffered by each individual Class
2 member may be relatively small, the expense and burden of individual litigation
3 would make it very difficult or impossible for individual Class members to redress the
4 wrongs done to each of them individually, and the burden imposed on the judicial
5 system would be enormous.

6 171. The prosecution of separate actions by the individual Class members
7 would create a risk of inconsistent or varying adjudications for individual Class
8 members, which would establish incompatible standards of conduct for GM. The
9 conduct of this action as a class action presents far fewer management difficulties,
10 conserves judicial resources and the parties' resources, and protects the rights of each
11 Class member.

12 172. Plaintiffs are not aware of any obstacles likely to be encountered in the
13 management of this action that would preclude its maintenance as a class action.
14 Plaintiffs anticipate providing appropriate notice to be approved by the Court after
15 discovery into the size and nature of the Class.

16 **VIII. CAUSES OF ACTION**

17 **A. Nationwide Class Claims**

18 **COUNT I** 19 **FRAUDULENT CONCEALMENT**

20 173. Plaintiffs and the Class incorporate by reference each preceding and
21 following paragraph as though fully set forth at length herein.

22 174. This claim is brought on behalf of the Nationwide Class.

23 175. GM concealed and suppressed material facts concerning the ignition
24 switch defects.

25 176. GM had a duty to disclose the ignition switch defects because they were
26 known and/or accessible only to GM who had superior knowledge and access to the
27 facts, and GM knew they were not known to or reasonably discoverable by Plaintiffs
28 and the Class. These omitted and concealed facts were material because they directly

1 impact the safety of the Defective Vehicles. Whether an ignition switch was designed
2 and manufactured with appropriate safeguards is a material safety concern.

3 177. GM actively concealed and/or suppressed these material facts, in whole
4 or in part, to protect their profits and avoid a costly recall, and they did so at the
5 expense of Plaintiffs and the Class.

6 178. On information and belief, GM has still not made full and adequate
7 disclosure and continues to defraud Plaintiffs and the Class and conceal material
8 information regarding the defects that exist in the Defective Vehicles and other GM
9 vehicles.

10 179. Plaintiffs and the Class were unaware of these omitted material facts and
11 would not have acted as they did if they had known of the concealed and/or
12 suppressed facts. Plaintiffs' and the Class's actions were justified. GM was in
13 exclusive control of the material facts and such facts were not known to the public,
14 Plaintiffs, or the Class.

15 180. Because of the concealment and/or suppression of the facts, Plaintiffs
16 and the Class sustained damage because they own vehicles that diminished in value as
17 a result of GM's concealment of, and failure to timely disclose, the ignition switch
18 defects.

19 181. Those Class members who purchased new or used Defective Vehicles
20 after July 5, 2009, either would have paid less for the vehicles or would not have
21 purchased them at all. They did not receive the benefit of their bargain as a result of
22 the fraudulent concealment of GM.

23 182. The value of all Class members' vehicles has diminished as a result of
24 GM's fraudulent concealment of the ignition switch defect which has greatly
25 tarnished the Defective Vehicles and made any reasonable consumer reluctant to
26 purchase any of the Defective Vehicles, let alone pay what otherwise would have
27 been fair market value for the vehicles.
28

183. GM's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and the Class's rights and well-being to enrich GM. GM's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT II

TORTIOUS INTERFERENCE WITH CONTRACT

184. Plaintiffs bring this claim solely on behalf of Nationwide Class members who had their Defective Vehicles serviced or repaired by GM dealerships on or after July 5, 2009 (the “Tortious Interference Subclass,” in this Count referred to as the “Class”).

185. Plaintiffs incorporate by reference and reallege each preceding and following paragraph as though set forth fully herein.

186. The Defective Vehicles of Plaintiffs and the Class were each either serviced or repaired under contracts with GM dealerships. Under those contracts, the GM dealerships were required to service, repair and inspect the Defective Vehicles and ensure that any safety defects were repaired, or that at a minimum Defective Vehicle owners were apprised of safety defects and advised of the means and cost of repairing any such defects.

187. GM was aware that its dealerships were servicing and repairing Defective Vehicles, and that those dealerships relied on GM to advise them of any known safety defects in the vehicles so that the dealerships were able to perform their obligations under their contracts with the vehicle owners. GM educated and advised dealerships on the proper course to take in evaluating and servicing vehicles. On information and belief, in repairing and servicing GM vehicles, GM dealerships follow protocols set by GM and those did not contain the proper information and procedures to identify and repair the problems resulting from the ignition switch defects.

1 188. GM was aware of the ignition switch defects from the date of its
2 inception on July 5, 2009, but chose not to inform its dealerships of nature and extent
3 of the defects in order to avoid the substantial cost and negative publicity of a
4 recall. GM knew that, by so concealing its knowledge of the ignition switch defects,
5 it would cause its dealerships to return serviced and repaired Defective Vehicles to
6 their owners without having repaired the defects.

7 189. GM's intentional concealment of the ignition switch defects from its
8 dealerships caused its dealerships to breach their service and repair agreements with
9 Defective Vehicle owners.

10 190. As intended, GM profited from its dealerships' servicing and provision
11 of parts to Defective Vehicle owners.

12 191. As a result of GM's intentional concealment of the ignition switch
13 defects from its dealerships, Plaintiffs and the Class suffered damages. Their vehicles
14 remained defective, and have now suffered significant diminishment in value because
15 the dealers did not effectively service and/or repair Defective Vehicles as they were
16 required to do under their contracts with Defective Vehicle owners.

17 192. Plaintiffs and the Class accordingly seek the difference in value between
18 their vehicles in their defective state and what the value would have been had GM's
19 dealerships remedied the ignition switch defect as they were obligated to do under
20 their contracts with Class members.

21 193. GM's acts were done maliciously, oppressively, deliberately, with intent
22 to defraud, and in reckless disregard of Plaintiffs' and the Class's rights and well-
23 being to enrich GM. GM's conduct was particularly egregious as it continued to reap
24 profits from Defective Vehicle owners while concealing its knowledge of the costly
25 and dangerous ignition switch defects that placed Defective Vehicle owners, their
26 passengers, other drivers and their passengers at significant risk and thereby
27 evidenced a blatant disregard for the rights of Defective Vehicle owners.
28 Accordingly, Plaintiffs seek punitive damages in an amount to be determined at trial.

1 194. Plaintiffs also seek whatever other remedies deemed appropriate by the
2 Court.

3 **B. State Class Claims**

4 **CALIFORNIA**

5 **COUNT I**

6 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT**

7 **(CAL. CIV. CODE § 1750, *et seq.*)**

8 195. Plaintiffs Deanna Dinco, David Butler, and Curtis Blinsmon, (in this
9 Count referred to as “Plaintiffs.”) bring this claim solely on behalf of Class members
10 who are residents of California (the “California State Class,” in this Count referred to
11 as the “Class”).

12 196. Plaintiffs reallege and incorporate by reference all paragraphs as though
13 fully set forth herein.

14 197. GM is a “person” under CAL. CIV. CODE § 1761(c).

15 198. Plaintiffs are “consumers,” as defined by CAL. CIVIL CODE § 1761(d),
16 who purchased or leased one or more Defective Vehicles.

17 199. GM engaged in unfair or deceptive acts or practices that violated CAL.
18 CIV. CODE § 1750, *et seq.*, as described above and below.

19 200. Under the TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its
20 accompanying regulations, if a manufacturer learns that a vehicle contains a defect
21 and that defect is related to motor vehicle safety, the manufacturer must disclose the
22 defect. 49 U.S.C. § 30118(c)(1) & (2).

23 201. In acquiring Old GM, GM expressly assumed the obligations to make all
24 required disclosures under the TREAD Act with respect to all the Defective Vehicles.

25 202. Under the TREAD Act, if it is determined that a vehicle has a safety
26 defect, the manufacturer must promptly notify vehicle owners, purchasers and dealers

1 of the defect, and may be ordered to remedy the defect. 49 U.S.C. § 30118(b)(2)(A)
2 & (B).

3 203. Under the TREAD Act, manufacturers must also file a report with
4 NHTSA within five working days of discovering “a defect in a vehicle or item of
5 equipment has been determined to be safety related, or a noncompliance with a motor
6 vehicle safety standard has been determined to exist.” 49 C.F.R. § 573.6(a) & (b). At
7 a minimum, the report to NHTSA must include: the manufacturer’s name; the
8 identification of the vehicles or equipment containing the defect, including the make,
9 line, model year and years of manufacturing; a description of the basis for
10 determining the recall population; how those vehicles differ from similar vehicles that
11 the manufacturer excluded from the recall; and a description of the defect. 49 C.F.R.
12 § 276.6(b), (c)(1), (c)(2), & (c)(5).

13 204. The manufacturer must also promptly inform NHTSA regarding: the
14 total number of vehicles or equipment potentially containing the defect; the
15 percentage of vehicles estimated to contain the defect; a chronology of all principal
16 events that were the basis for the determination that the defect related to motor
17 vehicle safety, including a summary of all warranty claims, field or service reports,
18 and other information, with its dates of receipt; and a description of the plan to
19 remedy the defect. 49 C.F.R. § 276.6(b) & (c).

20 205. The TREAD Act provides that any manufacturer who violates 49 U.S.C.
21 § 30166 must pay a civil penalty to the U.S. Government. The current penalty “is
22 \$7,000 per violation per day,” and the maximum penalty “for a related series of daily
23 violations is \$17,350,000.” 49 C.F.R. § 578.6(c).

24 206. From the date of its inception on July 5, 2009, GM knew of the ignition
25 switch problem both because of the knowledge of Old GM personnel who remained
26 at GM and continuous reports and internal investigation right up until the present.

1 207. GM admits the defect in the ignition switch has been linked to at least 13
2 accident-related fatalities. But other sources have reported that hundreds of deaths
3 and serious injuries are linked to the faulty ignition switches.

4 208. Despite being aware of the ignition switch defects ever since its creation
5 on July 5, 2009, GM waited until February 7, 2014, before finally sending a letter to
6 NHTSA confessing its knowledge of the ignition switch defects which could cause
7 the vehicles to lose power, and in turn cause the airbags not to deploy. GM initially
8 identified two vehicle models, along with the corresponding model years, affected by
9 the defect – the 2005-2007 Chevrolet Cobalt and the 2007 Pontiac G5. On
10 February 25, 2014, GM amended its letter to include four additional vehicles, the
11 2006-2007 Chevrolet HHR, 2006-2007 Pontiac Solstice, 2003-2007 Saturn Ion, and
12 the 2007 Saturn Sky. In late March 2014, GM added later model-year Ions and
13 Cobalts (through 2010), HHRs through 2011, and Skys through 2010.

14 209. By failing to disclose and by actively concealing the ignition switch
15 defect, and by selling vehicles while violating the TREAD Act and through its other
16 conduct as alleged herein, GM engaged in deceptive business practices prohibited by
17 the CLRA, CAL. CIV. CODE § 1750, *et seq.*

18 210. GM failed for many years to inform NHTSA about known defects in the
19 Defective Vehicles' ignition system. Consequently, the public, including Plaintiffs
20 and the Class, received no notice of the ignition switch defects, that the defect could
21 disable multiple electrical functions including power steering and power brakes, or
22 that the defect could cause the airbags not to deploy and seatbelt pretensioners not to
23 trigger in an accident.

24 211. GM knew that the ignition switch had a defect that could cause a
25 vehicle's engine to lose power without warning, and that when the engine lost power
26 there was a risk that electrical functions would fail and that the airbags would not
27 deploy and the seatbelt pretensioners would not trigger. Yet GM failed to inform
28

1 NHTSA or warn Plaintiffs or the public about these inherent dangers despite having a
2 duty to do so.

3 212. GM owed Plaintiffs and the Class a duty to comply with the TREAD Act
4 and disclose the defective nature of the Defective Vehicles, including the ignition
5 switch defect and accompanying loss of power and failure of the airbags to deploy,
6 because GM:

7 a. Possessed exclusive knowledge of the ignition switch defects
8 rendering the Defective Vehicles inherently more dangerous and unreliable than
9 otherwise similar vehicles; and

10 b. Intentionally concealed the hazardous situation with the Defective
11 Vehicles by failing to comply with the TREAD Act, which required the disclosure of
12 the ignition switch defects.

13 213. Defective Vehicles equipped with the faulty ignition switch pose an
14 unreasonable risk of death or serious bodily injury to Plaintiffs, passengers, other
15 motorists, and pedestrians, because they are susceptible to sudden loss of power
16 resulting in the loss of power steering and power brakes and failure of the airbags to
17 deploy.

18 214. GM's unfair or deceptive acts or practices were likely to and did in fact
19 deceive reasonable consumers, including Plaintiffs, about the true safety and
20 reliability of the Defective Vehicles.

21 215. Because of its violations of the CLRA detailed above, GM caused actual
22 damage to Plaintiffs and, if not stopped, will continue to harm Plaintiffs and the
23 Class. Plaintiffs and the Class members currently own or lease Defective Vehicles
24 that are defective and inherently unsafe. These violations caused the diminution in
25 value of Plaintiffs' vehicles which are now worth less than they would have been had
26 GM timely disclosed the defects. Because GM fraudulently concealed the defects,
27 resulting in a raft of negative publicity once the defects finally began to be disclosed,
28 the value of the Defective Vehicles has greatly diminished. No rational consumer

1 would purchase the Defective Vehicles in light of the stigma attached to those
2 vehicles by GM's conduct.

3 216. Had GM timely disclosed the ignition switch defects, the issue would
4 have been resolved years ago and the value of Plaintiffs' Defective Vehicles would
5 not now be diminished.

6 217. Further, Class members who purchased or leased new or used Defective
7 Vehicles after on or July 5, 2009, did not receive the benefit of their bargain as a
8 result of GM's unfair and deceptive conduct in violation of the TREAD Act and the
9 CLRA. Had these Class members been aware of the ignition switch defects they
10 would have either paid less for their vehicles or would not have purchased the
11 vehicles.

12 218. Moreover, notwithstanding its obligations under the TREAD Act and the
13 CLRA, GM has not yet disclosed that the low placement of the ignition column and
14 the fact that the airbags shut off as soon as the key hits the "accessory" or "off"
15 position are also defects. This failure to disclose continues to pose a grave risk to the
16 Class.

17 219. Plaintiffs and the Class face the risk of irreparable injury as a result of
18 GM's acts and omissions in violation of the CLRA, and these violations present a
19 continuing risk to Plaintiffs and to the general public.

20 220. Plaintiffs in this Complaint seek injunctive relief. Plaintiffs sent a
21 CLRA Notice Letter to GM on May 1, 2014. After thirty days, Plaintiffs will, Under
22 CAL. CIV. CODE § 1780(a), seek monetary relief against GM measured as the
23 diminution of the value of their vehicles caused by GM's violations of the CLRA as
24 alleged herein.

25 221. Under CAL. CIV. CODE § 1780(b), Plaintiffs will seek an additional
26 award against GM of up to \$5,000 for each Class member who qualifies as a "senior
27 citizen" or "disabled person" under the CLRA. GM knew or should have known that
28 its conduct was directed to one or more Class members who are senior citizens or

1 disabled persons. GM's conduct caused one or more of these senior citizens or
2 disabled persons to suffer a substantial loss of property set aside for retirement or for
3 personal or family care and maintenance, or assets essential to the health or welfare of
4 the senior citizen or disabled person. One or more Class members who are senior
5 citizens or disabled persons are substantially more vulnerable to GM's conduct
6 because of age, poor health or infirmity, impaired understanding, restricted mobility,
7 or disability, and each of them suffered substantial physical, emotional, or economic
8 damage resulting from GM's conduct.

9 222. Plaintiffs will also seek punitive damages against GM because it carried
10 out reprehensible conduct with willful and conscious disregard of the rights and
11 safety of others, subjecting Plaintiffs and the Class to potential cruel and unjust
12 hardship as a result. GM intentionally and willfully concealed and failed to inform
13 NHTSA of the unsafe and unreliable Defective Vehicles, GM deceived Plaintiffs on
14 life-or-death matters, and concealed material facts that only it knew, all to avoid the
15 expense and public relations problem of correcting a deadly flaw in the Defective
16 Vehicles. GM's unlawful conduct constitutes malice, oppression, and fraud
17 warranting punitive damages under CAL. CIV. CODE § 3294.

18 223. Plaintiffs further seek an order enjoining unfair or deceptive acts or
19 practices, restitution, punitive damages, costs of court, attorneys' fees under CAL.
20 CIV. CODE § 1780(e), and any other just and proper relief available under the CLRA.

21 224. Plaintiffs include affidavits with this Complaint that show that venue in
22 this District is proper, to the extent such affidavits are required by CAL. CIV. CODE
23 § 1780(d).

COUNT II

VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW
(CAL. BUS. & PROF. CODE § 17200, *et seq.*)

225. Plaintiffs Dinco, Butler, and Blinsmon (in this Count referred to as “Plaintiffs”) bring this claim solely on behalf of Class members who are residents of California (the “California State Class,” in this Count referred to as the “Class”).

226. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

227. California Business and Professions Code section 17200 prohibits any “unlawful, unfair, or fraudulent business act or practices.” GM has engaged in unlawful, fraudulent, and unfair business acts and practices in violation of the UCL.

228. GM violated the unlawful prong of section 17200 by its violations of the CLRA, CAL. CIV. CODE § 1750, *et seq.*, as set forth in Count I and by the acts and practices set forth in this Complaint.

229. GM also violated the unlawful prong because it engaged in business acts or practices that are unlawful because they violate the TREAD Act, 49 U.S.C. §§ 30101, *et seq.*, and its regulations.

230. GM violated the TREAD Act when it failed to timely inform NHTSA of the ignition switch defects and allowed cars to be sold and remain on the road with these defects.

231. GM violated the unfair and fraudulent prong of section 17200 because, in failing or refusing to inform NHTSA about a defect affecting the safety and reliability of the Defective Vehicles, GM precluded reasonable owners from discovering their vehicles were unsafe and unreliable. The information that GM was required to disclose to NHTSA about the faulty ignition switch was material to a reasonable consumer.

232. GM also violated the unfair prong of section 17200 because the acts and practices set forth in the Complaint, including the manufacture and sale of vehicles

1 with an ignition switch defect after July 5, 2009, and GM's failure to adequately
2 disclose the defect to NHTSA so that a remedy could be implemented, offend
3 established public policy, and also because the harm GM caused consumers greatly
4 outweighs any benefits associated with those practices. GM's conduct has also
5 impaired competition within the automotive vehicles market and has prevented
6 Plaintiffs and the Class from making fully informed decisions about whether to lease,
7 purchase and/or retain the Defective Vehicles.

8 233. While GM knew of the ignition switch defects from the date of its
9 inception on July 5, 2009, it continued to design, manufacture and market the
10 Defective Vehicles until 2011. All the while, GM knew that the vehicles had an
11 unreasonable propensity to shut down during ordinary driving conditions, leading to
12 an unreasonable risk of serious bodily injury or death.

13 234. Plaintiffs and the Class have suffered an injury, including the loss of
14 money or property, because of GM's unfair, unlawful and/or deceptive practices. GM
15 failed to inform NHTSA, and therefore failed to inform consumers, that its vehicles
16 had a defective ignition switch that could lead to injury and death, all in violation of
17 Section 17200 of the UCL. These violations caused the diminution in value of
18 Plaintiffs' vehicles which are now worth less than they would have been had GM
19 timely disclosed the defects. Because GM fraudulently concealed the defects,
20 resulting in a raft of negative publicity once the defects finally began to be disclosed,
21 the value of the Defective Vehicles has greatly diminished. No rational consumer
22 would purchase the Defective Vehicles in light of GM's conduct and the stigma now
23 thereby attached to the Defective Vehicles.

24 235. Had GM timely disclosed the ignition switch defects, the issue would
25 have been resolved years ago and the value of Plaintiffs' Defective Vehicles would
26 not now be diminished.

27 236. Further, Class members who purchased or leased new or used Defective
28 Vehicles after July 5, 2009, did not receive the benefit of their bargain and overpaid

1 for their vehicles as a result of GM's unfair and deceptive conduct in violation of the
2 TREAD Act, the CLRA, and Section 17200 of the UCL. Had these Class members
3 been aware of the ignition switch defects they would have either paid less for their
4 vehicles or would not have purchased the vehicles.

5 237. All of the wrongful conduct alleged herein occurred, and continues to
6 occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern
7 or generalized course of conduct that is still perpetuated and repeated, both in
8 California and nationwide.

9 238. Plaintiffs and the Class have suffered an injury, including the loss of
10 money or property, due to GM's unfair, unlawful and/or deceptive practices.

11 239. Plaintiffs request that this Court enter such orders or judgments as may
12 be necessary, including a declaratory judgment that GM has violated the UCL; an
13 order enjoining GM from continuing its unfair, unlawful, and/or deceptive practices;
14 an order and judgment restoring to the Class members any money lost as a result of
15 unfair, unlawful and deceptive trade practices, including restitution and disgorgement
16 of any profits GM received as a result of its unfair, unlawful and/or deceptive
17 practices, as provided in CAL. BUS. & PROF. CODE § 17203, CAL CIV. PROC. § 384 and
18 CAL. CIV. CODE § 3345; and for such other relief as may be just and proper.

19 **COUNT III**

20 **VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT
FOR BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(CALIFORNIA "LEMON LAW")**

22 **(CAL. CIV. CODE §§ 1791.1 & 1792)**

23 240. Plaintiffs Dinco, Butler and Blinsmon (in this Count referred to as
24 "Plaintiffs") bring this claim solely on behalf of Class members who are residents of
25 California (the "California State Class," in this Count referred to as the "Class").

26 241. Plaintiffs reallege and incorporate by reference all paragraphs as though
27 fully set forth herein.
28

1 242. Plaintiffs and Class members who purchased or leased the Defective
2 Vehicles in California are “buyers” within the meaning of CAL. CIV. CODE § 1791(b).

3 243. The Defective Vehicles are “consumer goods” within the meaning of
4 CIV. CODE § 1791(a).

5 244. Old GM was a “manufacturer” of the Defective Vehicles within the
6 meaning of CAL. CIV. CODE § 1791(j), and, in purchasing Old GM, GM expressly
7 assumed liability and responsibility for “payment of all [Old] Liabilities arising
8 under ... Lemon Laws,” including California’s Lemon Law, the Song-Beverly Act.

9 245. Old GM impliedly warranted to Plaintiffs and the Class that its Defective
10 Vehicles were “merchantable” within the meaning of CAL. CIV. CODE §§ 1791.1(a) &
11 1792; however, the Defective Vehicles do not have the quality that a buyer would
12 reasonably expect, and were therefore not merchantable.

13 246. CAL. CIV. CODE § 1791.1(a) states:

14 “Implied warranty of merchantability” or “implied warranty
15 that goods are merchantable” means that the consumer
goods meet each of the following:

- 16 (1) Pass without objection in the trade under the contract
17 description.
- 18 (2) Are fit for the ordinary purposes for which such
19 goods are used.
- 20 (3) Are adequately contained, packaged, and labeled.
- 21 (4) Conform to the promises or affirmations of fact made
22 on the container or label.

23 247. The Defective Vehicles would not pass without objection in the
24 automotive trade because of the ignition switch defects that cause the Defective
25 Vehicles to inadvertently shut down during ordinary driving conditions, leading to an
26 unreasonable likelihood of accident and an unreasonable likelihood that such
27 accidents would cause serious bodily harm or death to vehicle occupants.

28 248. Because of the ignition switch defects, the Defective Vehicles are not
safe to drive and thus not fit for ordinary purposes.

249. The Defective Vehicles are not adequately labeled because the labeling fails to disclose the ignition switch defects and does not advise Class members to avoid attaching anything to their vehicle key rings. GM failed to warn about the dangerous safety defects in the Defective Vehicles.

250. Old GM breached the implied warranty of merchantability by manufacturing and selling Defective Vehicles containing defects leading to the sudden and unintended shut down of the vehicles during ordinary driving conditions. These defects have deprived Plaintiffs and the Class of the benefit of their bargain and have caused the Defective Vehicles to depreciate in value.

251. As a direct and proximate result of Old GM's breach of its duties under California's Lemon Law (for which GM expressly assumed liability), Class members received goods whose dangerous condition substantially impairs their value to Class members. Plaintiffs and the Class have been damaged by the diminished value of Old GM's products, the products' malfunctioning, and the nonuse of their Defective Vehicles.

252. Under CAL. CIV. CODE §§ 1791.1(d) & 1794, Class members are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Defective Vehicles, or the overpayment or diminution in value of their Defective Vehicles.

253. Under CAL. CIV. CODE § 1794, Class members are entitled to costs and attorneys' fees.

ALABAMA

VIOLATION OF ALABAMA DECEPTIVE TRADE PRACTICES ACT
(ALA. CODE § 8-19-1, *et seq.*)

254. This claim is brought only on behalf of Plaintiff Aaron Henderson (referred to in this Count as “Plaintiff” and all Class members residing in Alabama (the “Alabama State Class,” referred to in this Count as the “Class”).

1 255. Plaintiff realleges and incorporates by reference all paragraphs as though
2 fully set forth herein.

3 256. The conduct of GM, as set forth herein, constitutes unfair or deceptive
4 acts or practices, including, but not limited to, GM's manufacture and sale of vehicles
5 with ignition switch defects which GM failed to adequately investigate, disclose and
6 remedy, and GM's misrepresentations and omissions regarding the safety and
7 reliability of its vehicles.

8 257. GM's actions, as set forth above, occurred in the conduct of trade or
9 commerce.

10 258. GM's actions impact the public interest because Plaintiff was injured in
11 the same way as millions of others purchasing, leasing and/or retaining Defective
12 Vehicles of diminished value as a result of GM's generalized course of deception.
13 All of the wrongful conduct alleged herein occurred, and continues to occur, in the
14 conduct of GM's business.

15 259. Plaintiff and the Class were injured as a result of GM's conduct.
16 Plaintiff's Defective Vehicle has suffered a diminution in value as a result of GM's
17 now-publicized campaign of concealment and never-ending piecemeal recalls that
18 have attached great stigma to the Defective Vehicles.

19 260. In addition, Class members who purchased or leased new or used
20 Defective Vehicles on or after July 5, 2009, did not receive the benefit of their
21 bargain as a result of GM's deceptive and unfair practices as alleged herein. Had they
22 been aware of the ignition switch defects, these Class members would either not have
23 purchased their Defective Vehicles at all or would have paid substantially less for
24 them.

25 261. GM's conduct proximately caused the injuries to Plaintiff and the Class.

26 262. GM is liable to Plaintiff and the Class for damages in amounts to be
27 proven at trial, including attorneys' fees, costs, and treble damages.

263. Pursuant to ALA. CODE § 8-19-8, Plaintiff will serve the Alabama Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

ARIZONA

VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT

(ARIZONA REV. STAT. § 44-1521, *et seq.*)

264. Plaintiff Grace Belford (referred to in this Count as “Plaintiff”) brings this claim solely on behalf of Class members residing in Arizona (the “Arizona Class,” referred to in this Count as the “Class.”)

265. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

266. GM, Plaintiff and the Class are “persons” under ARIZ. REV. STAT. § 44-1521(6).

267. GM made false, deceptive and misleading statements, and omitted material facts, concerning the Defective Vehicles, and led consumer and Defective Vehicle Owners to believe that the Defective Vehicles were safe for ordinary use.

268. In fact, as known to GM from the date of its inception on July 5, 2009, the Defective Vehicles were anything but safe. In fact, they employed defective ignition switches that make the vehicles prone to sudden shut down during ordinary driving conditions, and the resultant shut down of power steering, power breaks, seatbelt pretensioners, and the vehicles' airbags.

269. Plaintiff and the Class were injured as a result of GM's conduct. Plaintiff's Defective Vehicle has suffered a diminution in value as a result of GM's now-publicized campaign of concealment and never-ending piecemeal recalls that have attached great stigma to the Defective Vehicles.

270. In addition, Class members who purchased or leased new or used Defective Vehicles on or after July 5, 2009, did not receive the benefit of their bargain as a result of GM's deceptive and unfair practices as alleged herein. Had they been aware of the ignition switch defects, these Class members would either not have

1 purchased their Defective Vehicles at all or would have paid substantially less for
2 them. And the value of their vehicles has greatly diminished as the result of GM's
3 deceptive and unfair practices.

4 271. GM's conduct proximately caused the injuries to Plaintiff and the Class.

5 272. GM is liable to Plaintiff and the Class for damages in amounts to be
6 proven at trial.

7 COLORADO

8 VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT 9 (COLORADO CPA, COLO. REV. STAT. § 6-1-101, *et seq.*)

10 273. Plaintiff Nathan Terry (referred to in this Count as "Plaintiff") brings this
11 claim solely on behalf of Class members residing in Colorado (the "Colorado State
12 Class," referred to in this Count as the "Class").

13 274. Plaintiff realleges and incorporates by reference all paragraphs as though
14 fully set forth herein.

15 275. GM is a "person" under § 6-1-102(6) of the Colorado Consumer
16 Protection Act ("Colorado CPA"), COLO. REV. STAT. § 6-1-101, *et seq.*

17 276. Class members are "consumers" for purposes of § 6-1-113(1)(a) of the
18 Colorado CPA.

19 277. GM engaged in deceptive trade practices prohibited by the Colorado
20 CPA, including: (1) knowingly making a false representation as to the characteristics,
21 uses, and benefits of the Defective Vehicles that had the capacity or tendency to
22 deceive Class members; (2) representing that the Defective Vehicles are of a
23 particular standard, quality, and grade even though it knew or should have known
24 they are not; (3) advertising the Defective Vehicles with the intent not to sell them as
25 advertised; and (4) failing to disclose material information concerning the Defective
26 Vehicles that was known to GM at the time of advertisement or sale with the intent to
27 induce Class members to purchase, lease or retain the Defective Vehicles. In the
28

1 course of its business, GM participated in deceptive trade practices that violated the
2 Colorado CPA as described herein.

3 278. As alleged above, GM made material statements about the safety and
4 reliability of the Defective Vehicles sold on or after July 5, 2009, that were either
5 false or misleading. Each of these statements contributed to the deceptive context of
6 GM's unlawful advertising and representations as a whole.

7 279. GM also failed to disclose and actively concealed the dangerous ignition
8 switch defect in the Defective Vehicles. GM knew of the ignition switch defect,
9 while the Class was deceived by GM's omission into believing the Defective
10 Vehicles were safe, and the information could not have reasonably been known by the
11 consumer until the February and March 2014 recalls.

12 280. While GM knew of the ignition switch defects from the date of its
13 inception on July 5, 2009, it continued to design, manufacture, and market the
14 Defective Vehicles until 2011.

15 281. All the while, GM knew that the Defective Vehicles had an unreasonable
16 propensity to shut down during ordinary driving conditions, leading to an
17 unreasonable risk of serious bodily injury or death.

18 282. GM nevertheless failed to warn Class members about these inherent
19 dangers despite having a duty to do so. GM's deceptive practices were likely to and
20 did in fact deceive reasonable consumers, including Class members, about the true
21 safety and reliability of the Defective Vehicles.

22 283. GM's deceptive and unfair acts and practices significantly impact the
23 public as actual consumers and users of the Defective Vehicles, which pose an
24 unreasonable risk of death or serious bodily injury to Class members, passengers,
25 other motorists, pedestrians, and the public at large, because they are susceptible to
26 ignition switch malfunction causing the car's engine and electrical system to shut off,
27 disabling the power steering and power brakes and causing the non-deployment of the
28 vehicle's airbags in the event of a crash. Public interest is also affected because Class

1 members were injured in exactly the same way as millions of others purchasing
2 and/or leasing Defective Vehicles as a result of both GM's generalized course of
3 deception. All of the wrongful conduct alleged herein occurred, and continues to
4 occur, in the conduct of GM's business.

5 284. GM's acts and practices, including the manufacture and sale of vehicles
6 with an ignition switch defect, and its failure to adequately disclose the defect to
7 NHTSA and the Class and timely implement a remedy, were unconscionable because
8 they offend established public policy, and because the harm GM caused consumers
9 greatly outweighs any benefits associated with those practices. GM's conduct has
10 also impaired competition within the automotive vehicles market and has prevented
11 Plaintiff and the Class from making fully informed decisions about whether to lease,
12 purchase and/or retain Defective Vehicles.

13 285. Whether or not a vehicle's (a) ignition switch will malfunction,
14 (b) causing the car's engine and electrical system to shut off, (c) disabling the power
15 steering and power brakes, and (d) causing the non-deployment of the vehicle's
16 airbags and seatbelt pretensioners in a crash are facts that a reasonable consumer
17 would consider important in selecting a vehicle to purchase or lease, and in retaining
18 that vehicle. When Class members bought and/or retained a Defective Vehicle for
19 personal, family, or household purposes, they reasonably expected the vehicle would
20 feature a non-defective, safe ignition switch.

21 286. Class members suffered injury-in-fact to their legally protected property
22 interests as a result of GM's violations of the Colorado CPA detailed above. Class
23 members owned or leased Defective Vehicles that are defective and inherently
24 unsafe. The ignition switch defects and the resulting risk of accident, injury, or death
25 have caused the value of the Defective Vehicles to plummet, and that diminishment
26 was greatly exacerbated by the publicization of GM's campaign of deception and its
27 never-ending, piecemeal recalls. So much stigma has attached to the Defective
28 Vehicles as the result of GM's misconduct that no reasonable consumer would

1 purchase the vehicles – let alone pay what otherwise would have been fair market
2 value for the vehicles.

3 287. Those Class members who purchased or leased new or used Defective
4 Vehicles on or after July 5, 2009, did not receive the benefit of the bargain as a result
5 of GM's deceptive and unfair conduct as alleged herein. Had they been aware of the
6 ignition switch defects, these Class members would either not have purchased their
7 Defective Vehicles at all, or would have paid substantially less than they did.

8 288. Class members also seek punitive damages against GM because it
9 engaged in bad faith conduct. GM misrepresented the safety and reliability of the
10 Defective Vehicles, deceived Class members on life-or-death matters, and concealed
11 material facts that only it knew, all to avoid the expense and public relations
12 nightmare of correcting a deadly flaw in the Defective Vehicles they repeatedly
13 promised Class members were safe. GM's bad-faith conduct warrants punitive
14 damages.

15 289. Because the Class members suffered injury-in-fact, they seek actual
16 damages or \$500, whichever is greater, discretionary treble damages, punitive
17 damages, and reasonable attorneys' fees under COLO. REV. STAT. § 6-1-113.

18 CONNECTICUT

19 VIOLATION OF CONNECTICUT UNLAWFUL TRADE PRACTICES ACT 20 (CONN. GEN. STAT. § 42-110A, *et seq.*)

21 290. Plaintiff Michael Pesce (referred to in this Count as "Plaintiff") brings
22 this claim solely on behalf of Class members who are Connecticut residents (the
23 "Connecticut State Class," referred to in this Count as the "Class").

24 291. Plaintiff realleges and incorporates by reference all paragraphs as though
25 set forth herein.

26 292. The Connecticut Unfair Trade Practices Act ("CUTPA") provides: "No
27 person shall engage in unfair methods of competition and unfair or deceptive acts or
28 practices in the conduct of any trade or commerce." CONN. GEN. STAT. § 42-110b(a).

1 293. GM is, a “person” within the meaning of CUTPA. CONN. GEN. STAT.
2 § 42-110a(3).

3 294. In the course of its business, GM willfully failed to disclose and actively
4 concealed the dangerous risks of the ignition switch defects in the Defective Vehicles
5 as described above. This was a deceptive act in that GM represented that the Defective
6 Vehicles have characteristics, uses, benefits, and qualities which they do not have;
7 represented that the Defective Vehicles are of a particular standard and quality when
8 they are not; and advertised the Defective Vehicles with the intent not to sell them as
9 advertised. GM knew or should have known that its conduct violated the CUTPA.

10 295. GM engaged in a deceptive trade practice when it failed to disclose
11 material information concerning the Defective Vehicles which was known to GM.
12 GM deliberately withheld the information about the vehicles’ propensity to suddenly
13 shut down in order to avoid the public relations nightmare and expense of a recall,
14 and to ensure that consumers would purchase its vehicles and to induce consumers to
15 enter into a transaction.

16 296. The conduct of GM was unfair because it causes substantial injury to
17 consumers and Defective Vehicle owners and lessees.

18 297. The propensity of the Defective Vehicles for sudden, inadvertent
19 shutdown during ordinary driving conditions was material to Plaintiff and the Class.
20 Had those Class members who purchased Defective Vehicles on or after July 5, 2009,
21 known that their Defective Vehicles had these serious safety defects, they would
22 either not have purchased the vehicles or else would have paid substantially less for
23 them. These Class members plainly suffered ascertainable loss caused by the
24 deceptive and unfair practices of GM.

25 298. Plaintiff and those Class members who purchased their Defective
26 Vehicles prior to July 5, 2009, also suffered ascertainable loss caused by the
27 deceptive and unfair practices of GM. Because of the ignition switch defects, GM’s
28

1 now-publicized campaign of concealment and the never-ending and piecemeal nature
2 of the recalls, the value of their vehicles has substantially diminished.

3 299. GM engaged in conduct amounting to a particularly aggravated,
4 deliberate disregard of the rights and safety of others.

5 300. Plaintiff and the Class are entitled to recover their actual damages,
6 punitive damages, and attorneys' fees pursuant to CONN. GEN. STAT. § 42-110g.

7 301. Pursuant to CONN. GEN. STAT. § 42-110g(c), Plaintiff will mail a copy of
8 the complaint to Connecticut's Attorney General.

9 **FLORIDA**

10 **VIOLATION OF FLORIDA'S UNFAIR &
11 DECEPTIVE TRADE PRACTICES ACT**

12 **(FLA. STAT. § 501.201, *et seq.*)**

13 302. Plaintiff Rhonda Haskins (referred to in this Count as "Plaintiff") brings
14 this claim solely on behalf of Class members who are Florida residents (the "Florida
15 State Class," referred to in this Count as the "Class").

16 303. Plaintiff realleges and incorporates by reference all paragraphs as though
17 fully set forth herein.

18 304. The conduct of GM as set forth herein constitutes unfair or deceptive
19 acts or practices, including, but not limited to, GM's manufacture and sale of vehicles
20 with the ignition switch defects which GM failed to adequately investigate, disclose
21 and remedy, and GM's misrepresentations and omissions regarding the safety and
22 reliability of the Defective Vehicles.

23 305. The actions of GM as set forth above occurred in the conduct of trade or
24 commerce.

25 306. GM's actions impact the public interest because Plaintiff and the Class
26 were injured in exactly the same way as millions of others purchasing and/or leasing
27 and retaining Defective Vehicles as a result of GM's generalized course of deception.

1 All of the wrongful conduct alleged herein occurred, and continues to occur, in the
2 conduct of GM's business.

3 307. Plaintiff and the Class were injured as a result of GM's conduct. GM's
4 now-publicized campaign of deception and the never-ending and piecemeal nature of
5 the recalls have attached a significant stigma to the Defective Vehicles and greatly
6 diminished their value.

7 308. Class members who purchased or leased new or used Defective Vehicles
8 on or after July 5, 2009, overpaid for their Defective Vehicles and did not receive the
9 benefit of their bargain as the result of GM's misconduct. But for GM's deceptive and
10 unfair conduct, these Class members either would not have purchased their Defective
11 Vehicles or would have paid substantially less for them, and the value of their vehicles
12 has greatly diminished as the result of GM's misconduct as alleged herein.

13 309. GM's misconduct proximately caused the injuries to Plaintiff and the
14 Class.

15 310. GM is liable to Plaintiff and the Class for damages in amounts to be
16 proven at trial, including attorneys' fees, costs, and treble damages.

17 311. Pursuant to FLA. STAT. § 501.201, Plaintiff will serve the Florida
18 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

19 **GEORGIA**

20 **COUNT I**

21 **VIOLATION OF GEORGIA'S UNIFORM DECEPTIVE
TRADE PRACTICES ACT**

22 **(GA. CODE ANN. § 10-1-370, *et seq.*)**

23 312. Plaintiff Jennifer Gearin (referred to in this Count as "Plaintiff") asserts
24 this claim solely on behalf of Class members who are Georgia residents (the "Georgia
25 State Class," referred to in this Count as the "Class").

26 313. Plaintiff realleges and incorporates by reference all paragraphs as though
27 fully set forth herein.
28

1 314. The conduct of GM as set forth herein constitutes unfair or deceptive
2 acts or practices, including, but not limited to, GM's manufacture and sale of vehicles
3 with the ignition switch defect which GM failed to adequately investigate, disclose
4 and remedy, and GM's misrepresentations and omissions regarding the safety and
5 reliability of the Defective Vehicles.

6 315. GM's actions as set forth above occurred in the conduct of trade or
7 commerce.

8 316. GM's actions impact the public interest because Plaintiff and the Class
9 were injured in exactly the same way as millions of others purchasing, leasing and
10 retaining the Defective Vehicles as a result of GM's generalized course of deception.
11 All of the wrongful conduct alleged herein occurred, and continues to occur, in the
12 conduct of GM's business.

13 317. Plaintiff and the Class were injured as a result of GM's conduct. All the
14 Defective Vehicles are greatly diminished in value by the now-known ignition switch
15 defects, by the now-publicized campaign of deception by GM and by GM's never-
16 ending and piecemeal recall, all of which have combined to impose a significant
17 stigma on the Defective Vehicles that greatly diminishes their value.

18 318. Those Class members who purchased or leased new or used Defective
19 Vehicles on or after July 5, 2009, overpaid for their Defective Vehicles and did not
20 receive the benefit of their bargain as the result of GM's deceptive and unfair
21 conduct, and their vehicles have suffered a diminution in value that was exacerbated
22 by GM's continued course of deceptive acts and omissions.

23 319. GM's conduct proximately caused the injuries to Plaintiff and the Class.

24 320. GM is liable to Plaintiff and the Class for damages in amounts to be
25 proven at trial, including attorneys' fees, costs, and treble damages.

26 321. Pursuant to GA. CODE ANN. § 10-1-370, Plaintiff will serve the Georgia
27 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.
28

COUNT II

VIOLATION OF GEORGIA'S FAIR BUSINESS PRACTICES ACT
(GA. CODE ANN. § 10-1-390, *et seq.*)

322. Plaintiff Jennifer Gearin (referred to in this Count as “Plaintiff”) asserts this claim solely on behalf of Class members who are Georgia residents (the “Georgia State Class,” referred to in this Count as the “Class”).

323. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

324. The conduct of GM as set forth herein constitutes unfair or deceptive acts or practices, including, but not limited to, GM's manufacture and sale of vehicles with a dangerous ignition switch defect which GM failed to adequately investigate, disclose and remedy, and GM's misrepresentations and omissions regarding the safety and reliability of the Defective Vehicles.

325. GM's actions as set forth above occurred in the conduct of trade or commerce.

326. GM's actions impact the public interest because Plaintiff and the Class were injured in exactly the same way as millions of others purchasing and/or leasing and owning Defective Vehicles as a result of GM's generalized course of deception. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of GM's business.

327. Plaintiff and the Class were injured as a result of GM's conduct. The value of the Defective Vehicles has greatly diminished as the result of (i) the fact that the ignition switch defects have become known; (ii) the publicization of GM's campaign of deception; and (iii) the never-ending and piecemeal nature of the recalls, all of which have combined to impose a significant stigma on the Defective Vehicles that has greatly diminished the value of the vehicles.

328. Class members who purchased new or used Defective Vehicles on or after July 5, 2009, overpaid for their Defective Vehicles and did not receive the

1 benefit of their bargain as the result of the deceptive and unfair conduct of GM, and
2 their vehicles have suffered a diminution in value due to the ignition switch defects
3 that was exacerbated by the deceptive acts and omissions of GM. Furthermore, had
4 these Class members known of the ignition switch defects, they either would not have
5 purchased their Defective Vehicles or would have paid substantially less for them.

6 329. GM's conduct proximately caused injuries to Plaintiff and the Class.

7 330. GM is liable to Plaintiff and the Class for damages in amounts to be
8 proven at trial, including attorneys' fees, costs, and treble damages.

9 331. Pursuant to GA. CODE ANN. § 10-1-390, Plaintiff will serve the Georgia
10 Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.

11 **ILLINOIS**

12 **COUNT I**

13 **VIOLATION OF ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT**

14 **(815 ILL. COMP. STAT. 505/1, *et seq.*
15 and 720 ILL. COMP. STAT. 295/1A)**

16 332. Plaintiff Arlene Revak (referred to in this Count as "Plaintiff") brings
17 this claim solely on behalf of Class members who are Illinois residents (the "Illinois
18 State Class," referred to in this Count as the "Class").

19 333. Plaintiff realleges and incorporates by reference all paragraphs as though
20 fully set forth herein.

21 334. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815
22 ILL. COMP. STAT. 505/2 prohibits unfair or deceptive acts or practices in connection
23 with any trade or commerce. Specifically, the Act prohibits suppliers from
24 representing that their goods are of a particular quality or grade when they are not.

25 335. GM is a "person" as that term is defined in the Illinois Consumer Fraud
26 and Deceptive Practices Act, 815 ILL. COMP. STAT. 505/1(c).

27 336. Plaintiff and the Class are "consumers" as that term is defined in the
28 Illinois Consumer Fraud and Deceptive Practices Act, 815 ILL. COMP. STAT. 505/1(e).

337. The unfair and deceptive conduct of GM caused damages to Plaintiff and the Class as alleged. The value of all Class members' cars has diminished as a result of GM's deceptive and unfair practices in connection with the ignition switch defects, its now-publicized campaign of deception and its never-ending and piecemeal recall as detailed herein.

338. Plaintiff and Class members who purchased or leased new or used Defective Vehicles on or after July 5, 2009, did not receive the benefit of their bargain as the result of GM's deceptive and unfair practices. Had they been aware of the ignition switch defects, these Class members would either not have purchased their Defective Vehicles at all or would have paid substantially less for them.

339. As a result of the foregoing wrongful conduct of GM, Plaintiff and the Class have been damaged in an amount to be proven at trial, including, but not limited to, actual damages, court costs, and reasonable attorneys' fees under 815 ILL. COMP. STAT. 505/1, *et seq.*

COUNT II

VIOLATION OF THE ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT

(815 ILL. COMP. STAT. 510/1, *et seq.* and
720 ILL. COMP. STAT. 295/1A)

340. Plaintiff Arlene Revak (referred to in this Count as “Plaintiff”) brings this claim solely on behalf of Class members who are Illinois residents (the “Illinois State Class,” referred to in this Count as the “Class”).

341. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

342. 815 ILL. COMP. STAT. 510/2 provides that a “person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation,” the person: “(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; ... (5) represents that goods or services have sponsorship, approval, characteristics

ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have; ... (7) represents that goods or services are of a particular standard, quality, or grade or that goods are a particular style or model, if they are of another; ... (9) advertises goods or services with intent not to sell them as advertised; ... [or] (12) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

343. GM is a "person" within the meaning of 815 ILL. COMP. STAT. 510/1(5).

344. The vehicles sold to Plaintiff and Class members who purchased or leased new or used Defective Vehicles on or after July 5, 2009, were not of the particular sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities represented by GM. These same vehicles were not of the particular standard, quality, and/or grade represented by GM.

345. The conduct of GM was knowing and/or intentional and/or with malice and/or demonstrated a complete lack of care and/or reckless and/or was in conscious disregard for the rights of Plaintiff and the Class.

346. As a result of the foregoing wrongful conduct of GM, Plaintiff and the Class have been damaged in an amount to be proven at trial, and seek actual and punitive damages, equitable relief, reasonable attorneys' fees, and other available and appropriate relief.

MARYLAND

VIOLATIONS OF THE MARYLAND CONSUMER PROTECTION ACT

(Md. Code Com. Law § 13-101, *et seq.*)

347. Plaintiff George Mathis (referred to in this Count as “Plaintiff”) brings this claim solely on behalf of Class members who are Maryland residents (the “Maryland State Class,” referred to in this Count as the “Class”).

348. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

1 349. Plaintiff and GM are “persons” within the meaning of the Maryland
2 Consumer Protection Act (the “Act”) for all purposes therein.

3 350. GM’s unfair or deceptive acts or practices were likely to and did in fact
4 deceive reasonable consumers, including Plaintiff, about the true safety and reliability
5 of the Defective Vehicles.

6 351. As a direct and proximate result of their unfair and deceptive business
7 practices, and violations of the Act detailed above, GM caused actual damages,
8 injuries, and losses to Plaintiff and the Class and, if not stopped, will continue to harm
9 Plaintiff and the Class. Plaintiff and the Class currently own or lease Defective
10 Vehicles that are defective and inherently unsafe. The ignition switch defects have
11 caused the value of the Defective Vehicles to plummet, and the diminishment was
12 exacerbated by the publicization of GM’s campaign of concealment and the never-
13 ending and piecemeal nature of the recalls, which have combined to attach a
14 significant stigma to the Defective Vehicles.

15 352. Those Class members who purchased or leased new or used Defective
16 Vehicles on or after July 5, 2009, did not receive the benefit of their bargain as the
17 result of GM’s deceptive and unfair acts and practices. Had those Class members
18 been aware of the ignition switch defects, they would have either not purchased their
19 Defective Vehicles at all or would have paid substantially less for them, and their
20 value is now greatly diminished as the result of GM’s misconduct.

21 353. Plaintiff and the Class are entitled to all damages permitted by MD. CODE
22 COM. LAW § 13-101, *et seq.*, including actual damages sustained, civil penalties,
23 attorneys’ fees, and costs of this action. Also, the State of Maryland is entitled to
24 statutory penalties from GM for each violation of the Act.

MASSACHUSETTS
VIOLATION OF THE MASSACHUSETTS
CONSUMER PROTECTION ACT
(MASS. GEN. LAWS ANN. ch. 93A)

354. Plaintiff Mary Dias (referred to in this Count as “Plaintiff”) will bring this claim solely on behalf of Class members who are Massachusetts residents (the “Massachusetts State Class,” referred to in this Count as the “Class”). As of now this Count is notice only that a claim will be asserted in an Amended Complaint.

355. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

356. The conduct of GM as set forth herein constitutes unfair and deceptive acts or practices in violation of the Massachusetts Consumer Protection Act, MASS. GEN. LAWS. ANN. ch. 93A, including, but not limited to, GM's manufacture and sale of vehicles with the ignition switch defects, which GM failed to adequately investigate, disclose and remedy, and GM's misrepresentations and omissions regarding the safety and reliability of the Defective Vehicles, which misrepresentations and omissions possessed the tendency to deceive.

357. GM engages in the conduct of trade or commerce and the misconduct alleged herein occurred in trade or commerce.

358. In satisfaction of MASS. GEN. LAWS ANN. ch. 93A, § 9(3), Plaintiff has made a demand on GM and will wait more than 30 days prior to the filing of an Amended Complaint by letter sent by Plaintiff and the Class. The letter asserts that rights of consumers as claimants have been violated, describes the unfair and deceptive acts committed by GM, and specifies the injuries that Plaintiff and the Class have suffered and the relief they seek.

359. As a result of GM's unfair and deceptive acts or practices in violation of the Massachusetts Consumer Protection Act, MASS. GEN. LAWS. ANN. ch. 93A, Plaintiff and the Class suffered injury as described herein. The value of Class

1 members' vehicles has greatly diminished as the result of the publicization of GM's
2 concealment of the ignition switch defect and the never-ending and piecemeal nature
3 of the recalls which have combined to impose a great stigma on the Defective
4 Vehicles that has greatly diminished their value.

5 360. The Class members who purchased or leased new or used Defective
6 Vehicles on or after July 5, 2009, overpaid for their Defective Vehicles and did not
7 receive the benefit of their bargain as the result of the misconduct of GM, and their
8 vehicles have suffered a diminution in value that was exacerbated by perpetuation of
9 the campaign of deception and the botched handling of the recalls as described above.

10 361. Plaintiff and the Class are therefore entitled to actual damages, or \$25
11 per Class member, whichever is greater.

12 **MICHIGAN**

13 **VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT**
14 **(MICH. COMP. LAWS. ANN. § 445.901, *et seq.*)**

15 362. This claim is brought by Plaintiff Sheree Anderson (referred to in this
16 Count as "Plaintiff") on behalf of a Class of Michigan residents who leased or owned
17 one or more of the Defective Vehicles on or after July 5, 2009.

18 363. Plaintiff and the Class reallege and incorporate by reference each
19 paragraph as though fully set forth at length herein.

20 364. GM and Plaintiff are each "persons" under MICH. COMP. LAWS. ANN.
21 § 445.902(d).

22 365. GM committed unfair, unconscionable or deceptive methods, acts, or
23 practices in the conduct of "trade and commerce" within the meaning of MICH. COMP.
24 LAWS. ANN. § 445.902(g),

25 366. The Michigan Consumer Protection Act ("MCPA") makes unlawful any
26 "unfair, unconscionable, or deceptive methods, acts or practices," as more specifically
27 defined in the MCPA. MICH. COMP. LAWS. ANN. § 445.903(1). GM has engaged in
28

1 unfair, unconscionable, and deceptive methods, acts and practices in violation of the
2 MCPA.

3 367. GM violated the MCPA, with respect to *all* Class members, by “[f]ailing
4 to reveal a material fact, the omission of which tends to mislead or deceive the
5 consumer, and which fact could not reasonably be known by the consumer.” MICH.
6 COMP. LAWS. ANN. § 445.903(s).

7 368. As alleged above, GM knew of the ignition switch defect, while Plaintiff
8 and the Class were deceived by the omission into believing the Defective Vehicles
9 were safe, and the information could not have reasonably been known by the
10 consumer until the February and March 2014 recalls.

11 369. With respect to all Class members who purchased or leased new or used
12 Defective Vehicles from July 5, 2009, to the present, GM also violated the MCPA by
13 “[m]aking a representation of fact or statement of fact material to the transaction such
14 that a person reasonably believes the represented or suggested state of affairs to be
15 other than it actually is.” MICH. COMP. LAWS. ANN. § 405.903(bb). For example,
16 GM represented that the Defective Vehicles were safe such that reasonable people
17 believed the represented or suggested state of affairs to be true; namely, that the
18 Defective Vehicles were safe.

19 370. With respect to all Class members who purchased or leased new or used
20 Defective Vehicles from July 5, 2009, to the present, GM also violated the MCPA by
21 “[f]ailing to reveal facts that are material to the transaction in light of representations
22 of fact made in a positive manner.” MICH. COMP. LAWS. ANN. § 405.903(cc). GM
23 represented that the Defective Vehicles were safe, which made it even more
24 incumbent on GM to reveal the material fact of the ignition switch defects.

25 371. GM’s acts and practices were unfair and unconscionable, because its acts
26 and practices, including the manufacture and sale of vehicles with an ignition switch
27 defect after July 5, 2009, and its failure to adequately disclose the defect to NHTSA
28 and the Class and timely implement a remedy, offend established public policy, and

1 because the harm GM caused Defective Vehicle owners greatly outweighs any
2 benefits associated with those practices.

3 372. While GM knew of the ignition switch defects from the very date of its
4 inception, July 5, 2009, it continued to design, manufacture, and market the Defective
5 Vehicles until at least 2011.

6 373. All the while, GM knew that the vehicles had an unreasonable
7 propensity to shut down during ordinary driving conditions, leading to an
8 unreasonable risk of serious bodily injury or death.

9 374. Plaintiff and the Class have suffered an injury, including the loss of
10 money or property, as a result of GM's unfair, unlawful, and/or deceptive practices.
11 GM failed to inform NHTSA, and therefore failed to inform consumers, that the
12 Defective Vehicles had a defective ignition switch that could lead to injury and death.
13 Had Plaintiff and those members of the Class who purchased Defective Vehicles after
14 July 5, 2009, known this, they would either not have purchased their vehicles at all or
15 would have paid less for them. The value of their Defective Vehicles has diminished
16 as a result of GM's concealment of and failure to disclose and remedy the ignition
17 switch defects. Plaintiff and the Class have therefore suffered a "loss" because of the
18 violations of the MCPA complained of herein.

19 375. Those Class members who purchased Defective Vehicles from Old GM,
20 or acquired them used prior to the existence of GM, also suffered injury, including the
21 loss of money or property, as a result of unfair, unlawful, unconscionable and/or
22 deceptive practices. GM failed to inform NHTSA, and therefore failed to inform
23 consumers, that the Defective Vehicles had a defective ignition switch that could lead
24 to injury and death. The value of their Defective Vehicles has diminished as a result
25 of GM's concealment of and failure to disclose and remedy the ignition switch
26 defects, and Plaintiff and the Class hold vehicles whose value has diminished as a
27 result of violations of the MCPA. GM's long period of fraudulent concealment of the
28 defect in violation of the MCPA has so tarnished the Defective Vehicles as to cause

1 massive diminishment in their market value. Plaintiff and the Class have therefore
2 suffered a “loss” because of the violations of the MCPA complained of herein

3 376. Plaintiff requests that this Court: enjoin GM from continuing its unfair,
4 unlawful, and/or deceptive practices; provide to Plaintiff and each Class member
5 either their actual damages as the result of unfair, unlawful, and deceptive trade
6 practices, or \$250 per Class member, whichever is higher; award reasonable
7 attorneys’ fees; and provide other appropriate relief under MICH. COMP. LAWS. ANN.
8 § 445.911, including an injunction requiring GM to *fully* remedy the ignition switch
9 defects.

10 377. Plaintiff acknowledges that, on its face, the MCPA purports to allow
11 individuals (but not Class members) the ability to recover a penalty of \$250 per
12 person if that amount is greater than their actual damages. After the United States
13 Supreme Court’s decision in *Shady Grove Orthopedic Ass’n, P.A. v. Allstate Ins. Co.*,
14 589 U.S. 393 (2010), however, any such prohibitions imposed in class actions (but
15 not in individual actions) are trumped and superseded by Fed. R. Civ. P. 23, which
16 imposes no such restrictions.

17 **NEW JERSEY**

18 **VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT**

19 **(N.J. STAT. ANN. § 56:8-1, *et seq.*)**

20 378. Plaintiff Michael Amezquita (referred to in this Count as “Plaintiff”)
21 brings this claim solely on behalf of Class members who reside in New Jersey (the
22 “New Jersey State Class,” referred to in this Count as the “Class”).

23 379. Plaintiff realleges and incorporates by reference all paragraphs as though
24 fully set forth herein.

25 380. The New Jersey Consumer Fraud Act (“CFA”) makes unlawful “[t]he
26 act, use or employment by any person of any unconscionable commercial practice,
27 deception, fraud, false pretense, false promise, misrepresentation, or the knowing
28 concealment, suppression or omission of any material fact with the intent that others

1 rely upon such concealment, suppression or omission, in connection with the sale or
2 advertisement of any merchandise or real estate, or with the subsequent performance
3 of such person as aforesaid, whether or not any person has in fact been misled,
4 deceived or damaged thereby....” N.J. STAT. ANN. § 56:8-2.

5 381. GM is, a person within the meaning of the CFA. N.J. STAT. ANN.
6 § 56:8-1(d).

7 382. In the course of GM’s business, it knowingly failed to disclose and
8 actively concealed the dangerous risks of the ignition switch defect in the Defective
9 Vehicles as described above. This was an unlawful practice in that GM represented
10 that the Defective Vehicles have characteristics, uses, benefits, and qualities which
11 they do not have; represented that the Defective Vehicles are of a particular standard
12 and quality when they are not; and advertised the Defective Vehicles with the intent
13 not to sell them as advertised. GM knew or should have known that its conduct
14 violated the CFA.

15 383. With respect to those Class members who purchased or leased new or
16 used GM vehicles on or after July 5, 2009, GM engaged in an unlawful practice under
17 the CFA when it failed to disclose material information concerning the Defective
18 Vehicles which it knew at the time of the sale. GM deliberately withheld the
19 information about the vehicles’ propensity to shut down during ordinary driving
20 conditions so that consumers would purchase its vehicles and to induce the consumer
21 to enter into a transaction.

22 384. GM’s unlawful practices caused substantial injury to Class members. As
23 a result of the publicization of GM’s campaign of deception and the never-ending and
24 piecemeal nature of the recalls, Class members’ vehicles are plagued with a stigma
25 that has radically diminished their value.

26 385. Had Class members who purchased or leased new or used GM vehicles
27 on or after July 5, 2009, known that their Defective Vehicles had these serious safety
28 defects, they would either not have purchased their Defective Vehicles or would have

1 paid substantially less for them. And the value of their vehicles has been greatly
2 diminished as the result of GM's deceptive, unfair and unlawful conduct.

3 386. Plaintiff and the Class have therefore suffered ascertainable loss of
4 money or property caused by GM's unlawful practices.

5 387. Plaintiff and the Class are entitled to recover legal and/or equitable relief,
6 treble damages, and reasonable attorneys' fees pursuant to N.J. STAT. ANN. § 56:8-19.

7 388. Pursuant to N.J. STAT. ANN. § 56:8-20, Plaintiff will mail a copy of the
8 complaint to New Jersey's Attorney General within ten (10) days of filing it with the
9 Court.

10 **NEW MEXICO**

11 **VIOLATIONS OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT**
12 **(N.M. STAT. ANN. §§ 57-12-1, *et seq.*)**

13 389. Plaintiff Lorraine De Vargas (referred to in this Count as "Plaintiff")
14 brings this claim solely on behalf of Class members residing in New Mexico (the
15 "New Mexico State Class," referred to in this Count as the "Class").

16 390. Plaintiff realleges and incorporates by reference all paragraphs as though
17 fully set forth herein.

18 391. GM, Plaintiff and Class members are "person[s]" under the New Mexico
19 Unfair Trade Practices Act ("New Mexico UT PA"), N.M. STAT. ANN. § 57-12-2.

20 392. GM's actions as set forth herein occurred in the conduct of trade or
21 commerce as defined under N.M. STAT. ANN. § 57-12-2.

22 393. GM's acts and omissions described herein constitute unfair or deceptive
23 acts or practices under N.M. STAT. ANN. § 57-12-2. Specifically, by failing to
24 disclose and actively concealing the dangerous ignition switch defect in Defective
25 Vehicles, Old GM and GM engaged in deceptive business practices prohibited by the
26 New Mexico UT PA, including: (1) representing that the Defective Vehicles have
27 characteristics and benefits, which they do not have; (2) representing that the
28 Defective Vehicles are of a particular standard, quality, and grade when they are not;

1 (3) using exaggeration as to a material fact and by doing so deceiving or tending to
2 deceive; (4) failing to state a material fact and by doing so deceiving or tending to
3 deceive; and (5) representing that a transaction involving the Defective Vehicles
4 confers or involves rights, remedies, and obligations which it does not. *See* N.M.
5 STAT. ANN. § 57-12-2.

6 394. As alleged herein, GM made material statements about the safety and
7 reliability of the Defective Vehicles that were either false or misleading. Each of
8 these statements contributed to the deceptive context of GM's unlawful advertising
9 and representations as a whole.

10 395. As described herein, both GM knew of the safety ignition switch defect,
11 while the Class was deceived by GM's omission into believing the Defective
12 Vehicles were safe, and the information could not have reasonably been known by the
13 consumer until the February and March 2014 recalls.

14 396. While GM knew of the ignition switch defects from the date of its
15 inception in 2009, it continued to manufacture, and market the Defective Vehicles
16 until at least 2011.

17 397. All the while, GM knew that the vehicles had an unreasonable
18 propensity to shut down during ordinary driving conditions, leading to an
19 unreasonable risk of serious bodily injury or death.

20 398. GM's deceptive practices were likely to and did in fact deceive
21 reasonable consumers, including Class members, about the true safety and reliability
22 of the Defective Vehicles. Both GM nevertheless failed to warn Class members
23 about these inherent dangers despite having a duty to do so.

24 399. GM took advantage of the lack of knowledge, ability, experience, and
25 capacity of the Class members to a grossly unfair degree. With respect to Class
26 members who purchased or leased new or used Defective Vehicles on or after July 5,
27 2009, GM's actions resulted in a gross disparity between the value received and the
28

1 price paid by those Class members. GM's actions were unconscionable within the
2 meaning of § 57-12-2(E) of the New Mexico UT PA.

3 400. GM's acts and practices were unfair and unconscionable, because its acts
4 and practices, including the manufacture and sale of vehicles with an ignition switch
5 defect, and its failure to adequately disclose the defect to NHTSA and the Class and
6 timely implement a remedy, offend established public policy, and because the harm
7 GM caused consumers greatly outweighs any benefits associated with those practices.
8 GM's conduct has also impaired competition within the automotive vehicles market
9 and has prevented the Class from making fully informed decisions about whether to
10 lease, purchase, and/or retain the Defective Vehicles.

11 401. Class members were actually harmed as a result of GM's violation of the
12 New Mexico UT PA. The Defective Vehicles of Plaintiff and all Class members
13 suffer from diminished value caused by the publicization of GM's campaign of
14 deception, and the never-ending and piecemeal nature of the recalls, which has
15 combined to impose a significant stigma on the Defective Vehicles and greatly
16 diminished their value.

17 402. Class members who purchased or leased new or used Defective Vehicles
18 on or after July 5, 2009, overpaid for their Defective Vehicles and did not receive the
19 benefit of their bargain, and their vehicles have suffered a diminution in value as the
20 result of GM's deceptive, unfair and unconscionable conduct as set forth above.

21 403. Class members also seek punitive damages against GM because its
22 conduct was malicious, willful, reckless, wanton, fraudulent, and in bad faith. GM
23 fraudulently and willfully misrepresented the safety and reliability of the Defective
24 Vehicles, deceived Class members on life-or-death matters, and concealed material
25 facts that only it knew, all to avoid the expense and public relations nightmare of
26 correcting a deadly flaw in the Defective Vehicles it repeatedly promised Class
27 members were safe. Because GM's conduct was malicious, willful, reckless, wanton,
28 fraudulent, and in bad faith, it warrants punitive damages.

404. Because GM's unconscionable, willful conduct caused actual harm to Class members, the Class seeks recovery of actual damages or \$100 per Class member, whichever is greater, discretionary treble damages, punitive damages, and reasonable attorneys' fees and costs, under N.M. STAT. ANN. § 57-12-10.

NEW YORK
DECEPTIVE ACTS OR PRACTICES
(N.Y. GEN. BUS. LAW § 349 AND 350)

405. Plaintiff Dawn Tefft (referred to in this Count as “Plaintiff”) brings this claim solely on behalf of Class members residing in New York (the “New York State Class,” referred to in this Count as the “Class”).

406. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

407. New York General Business Law (“G.B.L.”), N.Y. GEN. BUS. LAW § 349, makes unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce.”

408. In the course of GM's business, it willfully failed to disclose and actively concealed the dangerous ignition switch defect in the Defective Vehicles as described above. Accordingly, GM made untrue, deceptive, or misleading representations of material facts and omitted and/or concealed material facts.

409. As alleged herein, GM made numerous material statements about the safety and reliability of the Defective Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of both GM's unlawful advertising and representations as a whole.

410. As described herein, GM knew of the safety ignition switch defect, while Plaintiff and the Class were deceived by GM's omission into believing the Defective Vehicles were safe, and the information could not have reasonably been known by the consumer until the February and March 2014 recalls.

1 411. While GM knew of the ignition switch defects from the date of its
2 inception in 2009, it continued to design, manufacture, and market the Defective
3 Vehicles until at least 2011.

4 412. All the while, GM knew that the vehicles had an unreasonable
5 propensity to shut down during ordinary driving conditions, leading to an
6 unreasonable risk of serious bodily injury or death.

7 413. Whether or not a vehicle's ignition switch will malfunction, (a) causing
8 the car's engine and electrical system to shut off, (b) disabling the power steering and
9 power brakes, and (c) causing the non-deployment of the vehicle's airbags in a crash,
10 are facts that a reasonable consumer would consider important in selecting a vehicle
11 to purchase or lease. When Class members bought or leased a new or used Defective
12 Vehicle for personal, family, or household purposes on or after July 5, 2009, they
13 reasonably expected the vehicle would feature a non-defective, safe ignition switch.

14 414. GM's deceptive practices were likely to and did in fact deceive
15 reasonable consumers, including Class members, about the true safety and reliability
16 of the Defective Vehicles. GM nevertheless failed to warn Class members about
17 these inherent dangers despite having a duty to do so.

18 415. GM's acts and practices were unfair and unconscionable, because its acts
19 and practices, including the manufacture and sale of vehicles with an ignition switch
20 defect, and its failure to disclose the defect to NHTSA and the Class and timely
21 implement a remedy, offend established public policy, and because the harm GM
22 caused consumers greatly outweighs any benefits associated with those practices.
23 GM's conduct has also impaired competition within the automotive vehicles market
24 and has prevented the Class from making fully informed decisions about whether to
25 lease, purchase, and/or retain the Defective Vehicles.

26 416. GM's deceptive and unfair acts and practices significantly impact the
27 public as actual consumers of the Defective Vehicles, which pose an unreasonable
28 risk of death or serious bodily injury to Class members, passengers, other motorists,

1 pedestrians, and the public at large, because they are susceptible to ignition switch
2 malfunction causing the car's engine and electrical system to shut off, disabling the
3 power steering and power brakes and causing the non-deployment of the vehicle's
4 airbags in the event of a crash. Public interest is also affected because Class members
5 were injured in the same way as millions of others purchasing and/or leasing
6 Defective Vehicles as a result of both GM's generalized course of deception. All of
7 the wrongful conduct alleged herein occurred, and continues to occur, in the conduct
8 of GM's business.

9 417. Plaintiff and Class members who purchased or leased new or used
10 Defective Vehicles on or after July 5, 2009, suffered injury caused by GM's violation
11 of the G.B.L. Class members overpaid for their Defective Vehicles and did not
12 receive the benefit of their bargain, and their vehicles have suffered a diminution in
13 value. Plaintiff suffered additional damages, as her Defective Vehicle was totaled as
14 a result of the ignition switch defects on October 24, 2013.

15 418. All Class members who currently own (or recently sold) their Defective
16 Vehicles also suffered injury caused by GM's violations of the G.B.L. Now that
17 GM's campaign of deception has been exposed, and given the never-ending and
18 piecemeal nature of the recalls, great stigma has attached to the Defective Vehicles
19 and their value is therefore greatly diminished as the result of GM's misconduct.

20 419. Class members also seek punitive damages against GM because of its
21 egregious conduct. GM egregiously misrepresented the safety and reliability of the
22 Defective Vehicles, deceived Class members on life-or-death matters, and concealed
23 material facts that only it knew, all to avoid the expense and public relations
24 nightmare of correcting a deadly flaw in the Defective Vehicles it repeatedly promised
25 Class members were safe. GM's egregious conduct warrants punitive damages.

26 420. Because GM's willful and knowing conduct caused injury to Class
27 members, the Class seeks recovery of actual damages or \$50, whichever is greater,
28

discretionary treble damages up to \$1,000, punitive damages, and reasonable attorneys' fees, under N.Y. GEN. BUS. LAW § 349.

OHIO

COUNT I

VIOLATION OF OHIO CONSUMER SALES PRACTICES ACT
(OHIO REV. CODE ANN. § 1345.01, *et seq.*)

421. Plaintiff Bonnie Taylor (referred to in this Count as “Plaintiff”) brings this claim solely on behalf of Class members who reside in Ohio (the “Ohio State Class,” referred to in this Count as the “Class”).

422. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

423. The Ohio Consumer Protection Act, OHIO REV. CODE § 1345.02, prohibits unfair or deceptive acts or practices. Specifically, the Act prohibits suppliers from representing that goods have characteristics or uses or benefits which they do not have. The Act also prohibits suppliers from representing that their goods are of a particular quality or grade they are not.

424. GM is a “supplier” as that term is defined in the Ohio Consumer Protection Act, OHIO REV. CODE § 1345.01(C).

425. Plaintiff and the Class are “consumers” as that term is defined in the Ohio Consumer Protection Act, OHIO REV. CODE § 1345.01(D).

426. The conduct of GM alleged above constitutes unfair and/or deceptive practices in violation of OHIO REV. CODE § 1345.02 because GM represented through advertising and other marketing communications that the Defective Vehicles it sold on or after July 5, 2009, were new and free from defects and could be driven safely in normal operation. Instead, the vehicles were not of the standard, quality, or grade of new vehicles.

427. GM's conduct caused damages to Plaintiff and the Class as alleged.

428. The value of all Class members' cars has been diminished as the result of GM's now-publicized campaign of deception, and the never-ending and piecemeal nature of the recalls, which have combined to impose a value-reducing stigma on the Defective Vehicles.

429. Those Class members who purchased or leased new or used Defective Vehicles on or after July 5, 2009, overpaid for their vehicles and did not receive the benefit of their bargain as the result of GM's misconduct. But for that misconduct, these Class members would either not have purchased their Defective Vehicles at all, or would have paid substantially less for them.

430. Plaintiff and the Class specifically do not allege herein a claim for violation of OHIO REV. CODE § 1345.72.

431. As a result of the foregoing wrongful conduct of GM, Plaintiff and the Class have been damaged in an amount to be proven at trial, including, but not limited to, actual and statutory damages, treble damages, court costs, and reasonable attorneys' fees, pursuant to OHIO REV. CODE § 1345.09, *et seq.*

COUNT II

VIOLATION OF OHIO DECEPTIVE TRADE PRACTICES ACT
(OHIO REV. CODE ANN. § 4165.01, *et seq.*)

432. Plaintiff Bonnie Taylor (referred to in this Count as “Plaintiff”) brings this claim solely on behalf of Class members who reside in Ohio (the “Ohio State Class,” referred to in this Count as the “Class”).

433. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

434. OHIO REV. CODE § 4165.02(A) provides that a “person engages in a deceptive trade practice when, in the course of the person’s business, vocation, or occupation,” the person does any of the following: “(2) Causes likelihood of confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services; ... (7) Represents that goods or services have sponsorship,

1 approval, characteristics, ingredients, uses, benefits, or quantities that they do not
2 have or that a person has a sponsorship, approval, status, affiliation, or connection
3 that the person does not have; ... (9) Represents that goods or services are of a
4 particular standard, quality, or grade, or that goods are of a particular style or model,
5 if they are of another; ... [or] (11) Advertises goods or services with intent not to sell
6 them as advertised.”

7 435. GM is a “person” within the meaning of OHIO REV. CODE § 4165.01(D).

8 436. The vehicles sold to those Class members who purchased or leased new
9 or used Defective Vehicles on or after July 5, 2009, were not of the particular
10 sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities
11 represented by GM. Those same vehicles were not of the particular standard, quality,
12 and/or grade represented by GM.

13 437. GM also made false or misleading statements of fact concerning the
14 Defective Vehicles – *i.e.*, that such vehicles were suitable for ordinary use – when
15 GM, in fact, knew that they were defective and not suitable for ordinary use.

16 438. GM’s deceptive trade practices caused damages to Plaintiff and the
17 Class, as alleged above.

18 439. GM’s conduct was knowing and/or intentional and/or with malice and/or
19 demonstrated a complete lack of care and/or reckless and/or was in conscious
20 disregard for the rights of Plaintiff and the Class.

21 440. As a result of the foregoing wrongful conduct of GM, Plaintiff and the
22 Class have been damaged in an amount to be proven at trial, including, but not limited
23 to, actual and punitive damages, equitable relief and reasonable attorneys’ fees.

OKLAHOMA

441. Plaintiff Jerrile Gordon (referred to in this Count as “Plaintiff”) brings this claim solely on behalf of Class members residing in Oklahoma (the “Oklahoma State Class,” referred to in this Count as the “Class”).

442. Plaintiff realleges and incorporates by reference each paragraph as if set forth fully herein.

443. Class members are “persons” under the Oklahoma Consumer Protection Act (“OCPA”), OKLA. STAT. TIT. 15 § 752.

444. The sale of the Defective Vehicles to Class members was a “consumer transaction” within the meaning of OKLA. STAT. TIT. 15 § 752, and GM’s actions as set forth herein occurred in the conduct of trade or commerce.

445. GM engaged in deceptive and unfair trade practices prohibited by the OCPA, including, but not limited to, making a false or misleading representations to Class members, knowingly or with reason to know, as to the approval or certification of the Defective Vehicles; making a false representation to Class members, knowingly or with reason to know, as to the characteristics or benefits of the Defective Vehicles; falsely representing to Class members, knowingly or with reason to know, that the Defective Vehicles were of a particular standard when they were of another; and advertising to Class members, knowingly or with reason to know, the Defective Vehicles with intent not to sell them as advertised. *See* OKLA. STAT. TIT. 15, § 753. GM is directly liable for engaging in deceptive and unfair trade practices prohibited by the OCPA.

446. As alleged herein, GM made material statements about the safety and reliability of the Defective Vehicles that were either false or misleading. Each of these statements contributed to the deceptive context of both GM's unlawful advertising and representations as a whole.

1 447. GM also failed to disclose and actively concealed the dangerous ignition
2 switch defect in the Defective Vehicles. GM knew of the ignition switch defect,
3 while the Class was deceived by GM's omission into believing the Defective
4 Vehicles were safe, and the information could not have reasonably been known by the
5 consumer until the February and March 2014 recalls.

6 448. While GM knew of the ignition switch defects from the date of its
7 inception in 2009, it continued to design, manufacture, and market the Defective
8 Vehicles at least until 2011.

9 449. All the while, GM knew that the vehicles had an unreasonable
10 propensity to shut down during ordinary driving conditions, leading to an
11 unreasonable risk of serious bodily injury or death.

12 450. GM nevertheless failed to warn Class members about these inherent
13 dangers despite having a duty to do so. Old GM's deceptive practices were likely to
14 and did in fact deceive reasonable consumers, including Class members, about the
15 true safety and reliability of the Defective Vehicles.

16 451. GM's deceptive and unfair acts and practices significantly impact the
17 public since the Defective Vehicles pose an unreasonable risk of death or serious
18 bodily injury to Class members, passengers, other motorists, pedestrians, and the
19 public at large, because they are susceptible to ignition switch malfunction causing
20 the car's engine and electrical system to shut off, disabling the power steering and
21 power brakes and causing the non-deployment of the vehicle's airbags in the event of
22 a crash. Public interest is also affected because Class members were injured in
23 exactly the same way as millions of others purchasing and/or leasing Defective
24 Vehicles as a result of both GM's generalized course of deception. All of the
25 wrongful conduct alleged herein occurred, and continues to occur, in the conduct of
26 GM's business.

27 452. The Class suffered injury-in-fact caused by GM's violation of the
28 OCPA. As a result of the publicization of GM's campaign of deceit and the never-

1 ending and piecemeal nature of the recall, great stigma has attached to the Defective
2 Vehicles, greatly diminishing their value.

3 453. Class members who purchased or leased new or used Defective Vehicles
4 on or after July 5, 2009, overpaid for their Defective Vehicles and did not receive the
5 benefit of their bargain, and their vehicles have suffered a diminution in value as set
6 forth above.

7 454. GM's acts and practices were unfair and unconscionable, because its acts
8 and practices, including the manufacture and sale of vehicles with an ignition switch
9 defect, and GM's failure to adequately disclose the defect to NHTSA and the Class
10 and timely implement a remedy, offend established public policy, and because the
11 harm GM caused consumers greatly outweighs any benefits associated with those
12 practices. GM's conduct has also impaired competition within the automotive
13 vehicles market and has prevented Plaintiff and the Class from making fully informed
14 decisions about whether to lease, purchase, and/or retain Defective Vehicles.

15 455. Because GM's unconscionable conduct caused injury to Class members,
16 the Class seeks recovery of actual damages, discretionary damages up to \$2,000 per
17 violation, and reasonable attorneys' fees, under OKLA. STAT. TIT. 15 § 761.1.

18 **TEXAS**

19 **VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT**
20 **(TEX. BUS. & COM. CODE § 17.41, *et seq.*)**

21 456. Plaintiff Keisha Hunter (referred to in this Count as "Plaintiff") brings
22 this claim solely on behalf of Class members who reside in Texas (the "Texas State
23 Class," referred to in this Count as the "Class").

24 457. Plaintiff realleges and incorporates by reference all paragraphs as though
25 fully set forth herein.

26 458. The conduct of GM described above constitutes false, misleading, or
27 deceptive acts or practices under the Texas Deceptive Trade Practices – Consumer
28 Protection Act, TEX. BUS. & COM. CODE § 17.41, *et seq.* ("Texas DTPA").

1 459. By failing to disclose and actively concealing the dangerous ignition
2 switch defects in the Defective Vehicles, GM engaged in deceptive business practices
3 prohibited by the Texas DTPA, including: (1) representing that the Defective
4 Vehicles have characteristics, uses, benefits, and qualities which they do not have;
5 (2) representing that the Defective Vehicles are of a particular standard, quality, and
6 grade when they are not; (3) advertising the Defective Vehicles with the intent not to
7 sell them as advertised; (4) representing that a transaction involving the Defective
8 Vehicles confers or involves rights, remedies, and obligations which it does not; and
9 (5) failing to disclose information concerning the Defective Vehicles with the intent
10 to induce consumers to purchase or lease the Defective Vehicles.

11 460. As alleged above, GM made numerous material statements about the
12 safety and reliability of the Defective Vehicles that were either false or misleading.
13 Each of these statements contributed to the deceptive context of GM's unlawful
14 advertising and representations as a whole.

15 461. GM's unfair or deceptive acts or practices were likely to and did in fact
16 deceive reasonable consumers, including Plaintiff, about the true safety and reliability
17 of the Defective Vehicles.

18 462. In purchasing, leasing, and/or continuing to use their vehicles, Plaintiff
19 and the Class relied on the misrepresentations and/or omissions of GM with respect to
20 the safety and reliability of the vehicles. GM's representations turned out not to be
21 true because the vehicles can unexpectedly and dangerously shut down during
22 ordinary driving conditions. Had Plaintiff and the Class known this they would not
23 have purchased or leased their Defective Vehicles and/or paid as much for them, and
24 they would not have retained and continued to use them.

25 463. GM is therefore liable to Plaintiff and the Class for damages under
26 §§ 17.50(a)(2) and 17.50(b) of the Texas DTPA. These same actions also constitute
27 an unconscionable action or course of action under § 17.50(a)(3) of the Texas DTPA.
28

464. Plaintiff and the Class sustained damages as a result of GM's unlawful acts as discussed above and are, therefore, entitled to damages and other relief provided for under § 17.50(b) of the Texas DTPA. Because this conduct was committed knowingly and/or intentionally, Plaintiff and the Class are entitled to treble damages.

465. For those Class members who purchased new Defective Vehicles on or after July 5, 2009, who wish to rescind their purchases, they are entitled under § 17.50(b)(4) to rescission and other relief necessary to restore any money or property that was acquired from them based on violations of the Texas DTPA.

466. Plaintiff and the Class also seek court costs and attorneys' fees under § 17.50(d) of the Texas DTPA.

WISCONSIN

VIOLATIONS OF THE WISCONSIN DECEPTIVE TRADE PRACTICES ACT

(Wis. Stat. § 110.18)

467. Plaintiff Les Rouse (referred to in this Count as “Plaintiff”) brings this claim solely on behalf of Class members who reside in Wisconsin (the “Wisconsin State Class,” referred to in this Count as the “Class”).

468. Plaintiff realleges and incorporates by reference all paragraphs as though fully set forth herein.

469. GM's above-described acts and omissions constitute false, misleading, or deceptive acts or practices under the Wisconsin Deceptive Trade Practices Act § 110.18 ("Wisconsin DTPA").

470. By failing to disclose and misrepresenting the risks posed by defective ignition switches in the Defective Vehicles, GM engaged in deceptive business practices prohibited by the Wisconsin DTPA, including: (1) representing that the Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have; (2) representing that the Defective Vehicles are of a particular standard, quality,

1 and grade when they are not; (3) advertising the Defective Vehicles with the intent not
2 to sell them as advertised; (4) representing that a transaction involving the Defective
3 Vehicles confers or involves rights, remedies, and obligations which it does not; and
4 (5) representing that the subject of a transaction involving the Defective Vehicles has
5 been supplied in accordance with a previous representation when it has not.

6 471. As alleged above, GM made numerous material statements about the
7 safety and reliability of the Defective Vehicles that were either false or misleading.
8 Each of these statements contributed to the deceptive context of GM's unlawful
9 advertising and representations as a whole.

10 472. GM's unfair or deceptive acts or practices were likely to and did in fact
11 deceive reasonable consumers, including Plaintiff, about the true safety and reliability
12 of the Defective Vehicles.

13 473. In purchasing or leasing their vehicles, and in retaining and continuing to
14 operate them, Plaintiff and the Class relied on the misrepresentations and/or
15 omissions of GM with respect to the safety and reliability of the vehicles. GM's
16 representations turned out not to be true because the vehicles can unexpectedly and
17 dangerously shut down during ordinary driving conditions. Had Plaintiff and the
18 Class known this they would not have purchased or leased their Defective Vehicles
19 and/or paid as much for them, and/or they would not have retained and continued to
20 operate them.

21 474. All Class members suffered harm as the result of GM's deceptive and
22 unfair practices. As a result of the publicization of GM's campaign of deception and
23 the never-ending and piecemeal nature of the recalls, great stigma now attaches to the
24 Defective Vehicles and their value is greatly diminished.

25 475. Class members who purchased or leased new or used Defective Vehicles
26 on or after July 5, 2009, overpaid for their vehicles and did not receive the benefit of
27 their bargain as a result of GM's unfair and deceptive practices as alleged above. The
28 value of their vehicles is greatly diminished as a result of GM's misconduct.

476. Plaintiff and the Class sustained damages as a result of GM's unlawful acts and are, therefore, entitled to damages and other relief provided for under § 110.18(11)(b)(2) of the Wisconsin DTPA. Because GM's conduct was committed knowingly and/or intentionally, Plaintiff and the Class are entitled to treble damages.

477. Plaintiff and the Class also seek court costs and attorneys' fees under § 110.18(11)(b)(2) of the Wisconsin DTPA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf all others similarly situated, respectfully request that this Court enter a judgment against GM and in favor of Plaintiffs and the Class, and grant the following relief:

A. Determine that this action may be maintained as a class action and certify it as such under Rule 23(b)(3), or alternatively certify all issues and claims that are appropriately certified; and designate and appoint Plaintiffs as Class Representatives and Plaintiffs' chosen counsel as Class Counsel;

B. Declare, adjudge, and decree the conduct of GM as alleged herein to be unlawful, unfair, and/or deceptive, and enjoin any such future conduct;

C. Award Plaintiffs and Class members actual, compensatory damages or, in the alternative, statutory damages, as proven at trial;

D. Award Plaintiffs and the Class members exemplary damages in such amount as proven;

E. Award damages and other remedies as allowed by the laws of the States as alleged in the State Class counts:

F. Award Plaintiffs and the Class members their reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest;

G. Grant an injunction ordering GM to implement an effective remedy for all vehicles with defective ignition switches, including those not yet subject to recall; and

H. Award Plaintiffs and the Class members such other further and different relief as the case may require or as determined to be just, equitable, and proper by this Court.

JURY TRIAL DEMAND

Plaintiffs request a trial by jury on the legal claims, as set forth herein.

DATED: May 12, 2014

HAGENS BERMAN SOBOL SHAPIRO LLP

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27 CENTRAL DISTRICT OF CALIFORNIA

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ANDERSON, MICHAEL AMEZQUITA,
LORRAINE DE VARGAS, DAWN
TEFFT, BONNIE TAYLOR, JERRILE
GORDON, KEISHA HUNTER and LES
ROUSE, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 2:14-cv-02424

CLASS ACTION

**DECLARATION OF DEANNA
DINCO**

1 I, Deanna Dinco, hereby declare and state as follows:

2 1. I have personal knowledge of the facts stated herein and, if necessary,
3 could competently testify thereto.

4 2. I am a Plaintiff in the above-entitled action.

5 3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support
6 of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code
7 § 1780(a).

8 4. This action for relief under Cal. Civ. Code § 1780(a) has been
9 commenced in a county that is a proper place for trial of this action because
10 Defendant does business in this District (the Central District of California) and
11 throughout the State of California.

12 5. The Complaint filed in this matter contains causes of action for
13 violations of the Consumers Legal Remedies Act against General Motors, LLC
14 (“GM”), a Delaware limited liability company doing business nationwide, including
15 California.

16 6. I own a 2006 Saturn Ion which I purchased used in Santa Maria,
17 California on July 3, 2006.

18 I declare under penalty of perjury under the laws of the State of California that
19 the foregoing Declaration is true and correct, and was executed by me in the city of
20 Arroyo Grande, California, on April 28, 2014.

21 By Deanna Dinco
22 Deanna Dinco

1 Elaine T. Byszewski (SBN 222304)
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25 *Attorneys for Plaintiffs*

26 UNITED STATES DISTRICT COURT
27 CENTRAL DISTRICT OF CALIFORNIA

28 DEANNA DINCO, DAVID BUTLER,
CURTIS BLINSMON, AARON
HENDERSON, GRACE BELFORD,
NATHAN TERRY, MICHAEL PESCE,
RHONDA HASKINS, JENNIFER
GEARIN, ARLENE REVAK, GEORGE
MATHIS, MARY DIAS, SHEREE
ANDERSON, MICHAEL AMEZQUITA,
LORRAINE DE VARGAS, DAWN
TEFFT, BONNIE TAYLOR, JERRILE
GORDON, KEISHA HUNTER and LES
ROUSE, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 2:14-cv-02424

CLASS ACTION

DECLARATION OF DAVID BUTLER

1 I, David Butler, hereby declare and state as follows:

2 1. I have personal knowledge of the facts stated herein and, if necessary,
3 could competently testify thereto.

4 2. I am a Plaintiff in the above-entitled action.

5 3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support
6 of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code
7 § 1780(a).

8 4. This action for relief under Cal. Civ. Code § 1780(a) has been
9 commenced in a county that is a proper place for trial of this action because
10 Defendant does business in this District (the Central District of California) and
11 throughout the State of California.

12 5. The Complaint filed in this matter contains causes of action for
13 violations of the Consumers Legal Remedies Act against General Motors, LLC
14 (“GM”), a Delaware limited liability company doing business nationwide, including
15 California.

16 6. I own a 2006 Chevy Cobalt which I purchased new in Poway,
17 California on April 18, 2006.

18 I declare under penalty of perjury under the laws of the State of California that
19 the foregoing Declaration is true and correct, and was executed by me in the city of
20 Poway, California, on 27, 2014.

21 By 
22 David Butler
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25 *Attorneys for Plaintiffs*

26 UNITED STATES DISTRICT COURT
27 CENTRAL DISTRICT OF CALIFORNIA

28 DEANNA DINCO, DAVID BUTLER,
CURTIS BLINSMON, AARON
HENDERSON, GRACE BELFORD,
NATHAN TERRY, MICHAEL PESCE,
RHONDA HASKINS, JENNIFER
GEARIN, ARLENE REVAK, GEORGE
MATHIS, MARY DIAS, SHEREE
ANDERSON, MICHAEL AMEZQUITA,
LORRAINE DE VARGAS, DAWN
TEFFT, BONNIE TAYLOR, JERRILE
GORDON, KEISHA HUNTER and LES
ROUSE, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 2:14-cv-02424

CLASS ACTION

**DECLARATION OF CURTIS
BLINSMON**

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I, Curtis Blinsmon, hereby declare and state as follows:

1. I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.
2. I am a Plaintiff in the above-entitled action.

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3. Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support
of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code
§ 1780(a).

4. This action for relief under Cal. Civ. Code § 1780(a) has been
commenced in a county that is a proper place for trial of this action because

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Defendant does business in this District (the Central District of California) and throughout the State of California.

5. The Complaint filed in this matter contains causes of action for violations of the Consumers Legal Remedies Act against General Motors, LLC (“GM”), a Delaware limited liability company doing business nationwide, including California.

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6. I own a 2007 Saturn Sky which I purchased new in Fresno, California in May, 2007.

I declare under penalty of perjury under the laws of the State of California that the foregoing Declaration is true and correct, and was executed by me in the city of Fresno, California, on April 28th, 2014.

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By 
Curtis Blinsmon